



**City of Palm Coast  
Amended Agenda  
COUNCIL BUSINESS  
MEETING**

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

**Mayor David Alfin  
Vice Mayor Ed Danko  
Council Member Cathy Heigher  
Council Member Nick Klufas  
Council Member Theresa Pontieri**

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**Tuesday, July 18, 2023**

**9:00 AM**

**COMMUNITY WING**

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**City Staff**

**Denise Bevan, City Manager**

**Neysa Borkert, City Attorney**

**Kaley Cook, City Clerk**

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**A. CALL TO ORDER**

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

**C. ROLL CALL**

**D. PUBLIC PARTICIPATION**

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there may be discussion by the City Council.

(3) When addressing the City Council on specific, enumerated Agenda items, speakers shall:

(a) direct all comments to the Mayor;

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(f) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.

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## **E. MINUTES**

### **1. MINUTES OF THE CITY COUNCIL:**

**JUNE 20, 2023, BUSINESS MEETING**

**JUNE 27, 2023, WORKSHOP MEETING**

**JUNE 27, 2023, SPECIAL BUSINESS MEETING**

**JULY 11, 2023, WORKSHOP MEETING**

## **F. RESOLUTIONS**

**2. RESOLUTION 2023-XX SETTING A PROPOSED MAXIMUM MILLAGE (TRIM) RATE**

**3. RESOLUTION 2023-XX APPROVING THE NUISANCE ABATEMENT INITIAL ASSESSMENT**

## **G. ORDINANCES FIRST READ**

**4. ORDINANCE 2023-XX ESTABLISHING THE COQUINA SHORES COMMUNITY DEVELOPMENT DISTRICT (CDD) - APPLICATION NO. 5415**

**5. ORDINANCE 2023-XX VOLUNTARY ANNEXATION OF A 330.8 ACRES SOUTH OF FLAGLER COUNTY AIRPORT ON THE NORTH/WEST SIDE OF SEMINOLE WOODS BOULEVARD**

6. **ORDINANCE 2023-XX FRANCHISE FEE AGREEMENT WITH FLORIDA POWER & LIGHT (FPL)**

**H. ORDINANCES SECOND READ**

7. **ORDINANCE 2023-XX ADOPTING PROCESSES AND PROCEDURES FOR RECALL, CITIZEN INITIATIVE, AND REFERENDUM, PROVIDING PROCEDURES FOR PETITION AND ORGANIZING A POLITICAL COMMITTEE**
8. **ORDINANCE 2023-XX AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR 505.6+/- ACRES OF PROPERTY FROM MIXED-USE AND CONSERVATION TO RESIDENTIAL AND CONSERVATION, AND ADDING A SITE SPECIFIC POLICY TO LIMIT DEVELOPMENT ON THE PROPERTY TO 750 DWELLING UNITS**
9. **ORDINANCE 2023-XX REZONING COQUINA SHORES MASTER PLAN DEVELOPMENT (MPD) - APPLICATION NO. 5243**

**I. CONSENT**

10. **RESOLUTION 2023-XX APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLAGLER COUNTY SCHOOL DISTRICT FOR JOINT USE OF REAL PROPERTY AND FACILITIES AND COORDINATION OF PROGRAMS AND SERVICES**
11. **RESOLUTION 2023-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS RELATING TO THE INITIATIVE/REFERENDUM PROCESSES**
12. **RESOLUTION 2023-XX APPROVING AN AMENDMENT TO THE COMMUNICATIONS SITE LEASE WITH T-MOBILE AT BELLE TERRE PARK**
13. **RESOLUTION 2023-XX APPROVING A CYBERSECURITY GRANT FROM THE STATE OF FLORIDA**
14. **RESOLUTION 2023-XX APPROVING A LAND PURCHASE WITH THE PROPERTY OWNER OF 8 LUDLOW LANE E FOR FUTURE ROADWAY USE**

**J. PUBLIC PARTICIPATION**

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

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

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

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

**15. REPORTING OF EMERGENCY AND SOLE SOURCE PURCHASES FOR JUNE 2023**

**N. ADJOURNMENT**

**16. AGENDA WORKSHEET AND CALENDAR**

# City of Palm Coast, Florida Agenda Item

Agenda Date: July 18, 2023

<b>Department</b> CITY ADMINISTRATION	<b>Amount</b>
<b>Division</b>	<b>Account</b>
	<b>#</b>
<b>Subject</b> MINUTES OF THE CITY COUNCIL: JUNE 20, 2023, BUSINESS MEETING JUNE 27, 2023, WORKSHOP MEETING JUNE 27, 2023, SPECIAL BUSINESS MEETING JULY 11, 2023, WORKSHOP MEETING	
<b>Presenter: Kaley Cook, City Clerk</b>	
<b>Background:</b>	
<b>Recommended Action:</b> <b>APPROVE MINUTES OF THE CITY COUNCIL:</b> <b>JUNE 20, 2023, BUSINESS MEETING</b> <b>JUNE 27, 2023, WORKSHOP MEETING</b> <b>JUNE 27, 2023, SPECIAL BUSINESS MEETING</b> <b>JULY 11, 2023, WORKSHOP MEETING</b>	



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COUNCIL BUSINESS  
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**Mayor David Alfin  
Vice Mayor Ed Danko  
Council Member Cathy Heighter  
Council Member Nick Klufas  
Council Member Theresa Pontieri**

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**Tuesday, June 20, 2023**

**9:00 AM**

**COMMUNITY WING**

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**City Staff**

**Denise Bevan, City Manager  
Neysa Borkert, City Attorney  
Kaley Cook, Deputy City Clerk**

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**A CALL TO ORDER**

*Mayor Alfin called the meeting to order at 9 a.m.*

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

**C ROLL CALL**

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

**D PUBLIC PARTICIPATION**

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

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*Mayor Alfin provided the rules and procedures of public comment.*

*Carol Brassfield spoke about a dog attack and process of the City of Palm Coast animal control.*

*Robert MacDonald asked for an explanation on why certain businesses are allowed to operate from a roadside stand. Additionally, Mr. MacDonald thanked the City for allowing him to hold a moment of silence last week in remembrance of the Pulse Nightclub shooting.*

*George Mayo share condolences for Ms. Brassfield and encouraged interviewing the City employee involved in the case. Additionally, Mr. Mayo spoke about preemption and encouraged individuals to familiarize themselves with the topic. Mr. Mayo also spoke about restrooms at the Community Center and suggested increasing height of the toilets to an ADA approved level.*

*Vice Mayor Danko spoke about Ms. Brassfield's comments and expressed concern for the process.*

*Mayor Alfin recognized City staff and shared about a news release regarding the City receiving State funding for critical projects and shared about intended purposes to be funded through the dollars to be received.*

**E MINUTES**

- 1 MINUTES OF THE CITY COUNCIL:  
JUNE 6, 2023, BUSINESS MEETING  
JUNE 13, 2023, WORKSHOP MEETING**

**Pass**

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

**Approved - 5 - Mayor David Alfin, Vice Mayor Ed Danko, Council Member Nick Klufas, Council Member Theresa Pontieri, Council Member Cathy Heigher**

**F PROCLAMATIONS AND PRESENTATIONS**

- 2 PROCLAMATION - JULY 2023 AS PARKS & RECREATION MONTH**

*Mayor Alfin presented the proclamation to members of the Parks & Recreation department.*

*Dennis Redican shared thanks to staff, and additional information regarding Parks & Recreation programs.*

*A video highlighting Parks & Recreation staff was shared.*

- 3 PROCLAMATION - JULY 2023 AS CHRISTMAS COME TRUE MONTH**

*Council Member Klufas presented the proclamation to Ms. King, founder of Christmas Come True.*

*Ms. King thanked Council and shared additional information about the organization.*

- 4 PRESENTATION - THE GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) DISTINGUISHED BUDGET AWARD**

*Council Member Klufas shared information regarding the award. Mayor Alfin presented the award to Helena Alves, Director of Financial Services, Gwen Ragsdale, Budget & Procurement Manager, and Raelene Bowman, Budget Coordinator.*



*Mayor Alfin shared about a video related to Financial Services and encouraged residents to view the video.*

## **5 PRESENTATION - PARKS & RECREATION MASTER PLAN FINDING SUMMARY**

*Brittany McDermott, Deputy Director of Parks & Recreation, introduced the item and shared efforts to date.*

*Art Thatcher, manager with Berrydunn, presented the finding summary to Council. Topics presented included: information about Berrydunn, highlights of project phases, projected geographic area, historical and projected growth, participation in recreation activities, project approach, public engagement, budgeting priorities, key themes, facilities and amenities, importance and needs, mapping locations and quality of components, neighborhood areas and high value areas, trail assessment, and next steps.*

*Council held discussion on the following topics: vehicle selection and electric vehicles as presented, definition of terms within the presentation, County concurrence that the report contains a robust collection of information for next steps, beach access and relevance to neighboring municipalities, trail systems, demographics of survey respondents, timeline for list of recreation needs for the future, transportation to Parks & Recreation centers, and connection to the Comprehensive Plan.*

*Mr. Thatcher provided responses to Council questions.*

## **G ORDINANCES FIRST READ**

### **6 ORDINANCE 2023-XX ADOPTING PROCESSES AND PROCEDURES FOR RECALL, CITIZEN INITIATIVE, AND REFERENDUM, PROVIDING PROCEDURES FOR PETITION AND ORGANIZING A POLITICAL COMMITTEE**

*Attorney Borkert read the title into the record and shared that there were no changes to the item.*

*Council Member Pontieri asked if there is a reason we are keeping this just to the general election as listed in the Power of Initiatives section.*

*Attorney Borkert responded yes, it is what is pursuant to the Charter.*

*Council Member Pontieri asked if petitions and an appeal process are outlined in the process.*

*Attorney Borkert provided a response that it is not in this process, but that it is in the procedure of the Supervisor of Elections Office.*

*Council Member Pontieri spoke about adding a reference to that process in Section 2-806.*

*Attorney Borkert responded that she can go back to the Supervisor of Elections Office to speak about the appropriate reference before second reading.*

*Public Comment:  
There were none.*

**Pass**

**Motion made to be approved on first reading by Vice Mayor Danko and seconded by Council Member Klufas**

**Approved - 5 - Mayor David Alfin, Vice Mayor Ed Danko, Council Member Nick Klufas, Council Member Theresa Pontieri, Council Member Cathy Heigher**

**H RESOLUTIONS**

**7 RESOLUTION 2023-59 APPROVING A WORK ORDER WITH ENGLAND, THIMS & MILLER, INC., FOR ENGINEERING SERVICES FOR THE MATANZAS WOODS PARKWAY TO PALM COAST CONNECTOR ROADWAY**

*Attorney Borkert read the title into the record.*

*Carl Cote, Director of Stormwater & Engineering, presented the topic to Council. Topics presented included: Legislative Priority, project status, project limits, and Council actions.*

*Council held discussion on the following topics: thanks to the Department of Transportation, length of time to complete this phase, concern for conservation, encouragement to look at a 3-year contract, and acquisition of the right-of-way.*

*Public Comment:*

*Robert MacDonald spoke about the right-of-way that was partially obtained and asked what will happen if we don't receive the other half. Mr. MacDonald also spoke about the qualifications of the company selected and length of project for the sidewalk going over Belle Terre.*

*Attorney Borkert shared Florida Statutes regarding bids and selection process.*

*Mr. Cote shared additional information on the process and selection of the consultant.*

*Steve Carr spoke about the project status, 4-laning, and impacts to Palm Harbor.*

*Mr. Cote provided a response.*

*Council Member Pontieri made a motion to approve the Resolution with the amendment of making the initial term 3 years, with two 1-year extensions.*

*Mayor Alfin called for a roll call vote.*

**Pass**

**Motion made to approve as amended by Council Member Pontieri and seconded by Council Member Klufas**

**Approved - 5 - Mayor David Alfin, Vice Mayor Ed Danko, Council Member Nick Klufas, Council Member Theresa Pontieri, Council Member Cathy Heigher**

## **I CONSENT**

*Public Comment:*

*There were none.*

**Pass**

**Motion made to be adopted on consent by Council Member Klufas and seconded by Vice Mayor Danko**

**Approved - 5 - Mayor David Alfin, Vice Mayor Ed Danko, Council Member Nick Klufas, Council Member Theresa Pontieri, Council Member Cathy Heigher**

- 8 RESOLUTION 2023-61 APPROVING A CONTRACT WITH JBROWN PROFESSIONAL GROUP INC., FOR PLANNING SERVICES TO UPDATE THE COMPREHENSIVE PLAN**
- 9 RESOLUTION 2023-63 APPROVING A LAND PURCHASE AGREEMENT WITH THE PROPERTY OWNERS OF 6 LUDLOW LANE E FOR FUTURE ROADWAY USES**
- 10 RESOLUTION 2023-60 APPROVING A LAND PURCHASE AGREEMENT WITH THE PROPERTY OWNER OF 264 BIRD OF PARADISE DRIVE FOR FUTURE ROADWAY USES**
- 11 RESOLUTION 2023-62 APPROVING A LAND PURCHASE AGREEMENT WITH THE PROPERTY OWNERS OF 266 BIRD OF PARADISE DRIVE FOR FUTURE ROADWAY USES**

## **J PUBLIC PARTICIPATION**

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

*There were none.*

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

*Vice Mayor Danko asked why he received a letter from attorney Jennifer Nix saying that the dangerous dog case was closed.*

*Attorney Borkert provided a response regarding case closure and the process.*

*Vice Mayor Danko shared concern regarding the employee involved in the case.*

*Ms. Bevan provided a response regarding staffing matters and current state of the review of the matter.*

*Council Member Pontieri extended condolences to Ms. Brassfield and thanked staff and State Representatives for state appropriations. Additionally, Council Member Pontieri shared comments on Christmas Come True. Council Member Pontieri encouraged Council Members to reach out to staff to resolve problems.*

*Council Member Heigher clarified her comments from a prior meeting regarding affordable housing. Additionally, Council Member Heigher thanked Council Members for their comments regarding her mother's memorial service.*

*Council Member Klufas extended condolences to Council Member Heigher.*

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

*There were none.*

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

**12 REPORTING OF EMERGENCY AND SOLE SOURCE PURCHASES FOR MAY 2023**

*Ms. Bevan shared about an emergency purchase as included within the packet.*

**N ADJOURNMENT**

*The meeting was adjourned at 10:51 a.m.*

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



**City of Palm Coast  
Minutes  
CITY COUNCIL SPECIAL  
BUDGET WORKSHOP**

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

*Mayor David Alfin  
Vice Mayor Ed Danko  
Council Member Cathy Heighter  
Council Member Nick Klufas  
Council Member Theresa Pontieri*

---

**Tuesday, June 27, 2023**

**9:00 AM**

**Community Wing**

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**City Staff**

**Denise Bevan, City Manager  
Neysa Borkert, City Attorney  
Kaley Cook, Deputy City Clerk**

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**A CALL TO ORDER**

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

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

**C ROLL CALL**

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

**D PUBLIC PARTICIPATION**

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*Mayor Alfin provided the rules and procedures for public comment.*

*Mayor Alfin asked for a consensus to allow Congressman Michael Waltz to do a presentation. Council concurred.*

*Jeffrey Seib spoke about the Parks & Recreation report, amenities that residents want, and provided suggestions.*

## **E PRESENTATIONS**

### **1 PRESENTATION - FLAGLER COUNTY SHERIFF**

*Ms. Johnston, Assistant City Manager, provided opened the item.*

*Sheriff Rick Staly presented to Council on the topic. Topics presented included: a background of the Flagler County Sheriff's Office, mission, vision, and areas of focus, accreditations, 2022 analytics, calls for service by zone, traffic fatalities, implemented programs, new initiatives for 2023, growth, current trends, and future opportunities and challenges.*

*Mayor Alfin congratulated the Flagler County Sheriff's Office and asked the Flagler County Sheriff's Office to offer a plan that includes programs that the city and sheriff can work together on to reduce bad driving and to raise awareness on littering offenses.*

*Vice Mayor Danko spoke about litter programs and shared support for Flagler County Sheriff's Office.*

*Sheriff Staly shared details on efforts thus far regarding litter and speeding.*

*Council Member Pontieri asked what contributes to the decrease in crime while our population is rising.*

*Sheriff Staly provided a response that it is a combination of technology, public-private partnerships, motivated workforce, and adequate staffing allowing for a proactive approach.*

*Council Member Pontieri shared resident concern for parks and higher crime areas and asked what assurances can be given to residents that there is a strong police presence in Palm Coast.*

*Sheriff Staly provided information on assignments and approach.*

*Council Member Heighter shared that she was impressed by the programs and education training offered and asked if there are criteria that must be met for inmates to participate.*

*Sheriff Staly shared details about the programs.*

*Council Member Heighter asked about the success rate of the programs.*

*Sheriff Staly responded and shared about the success rate.*

*Council Member Heighter asked about costs associated with the program.*

*Sheriff Staly provided a response regarding the funding mechanisms.*

*Council Member Klufas thanked Sheriff Staly for the presentation and discussed future potential electric fleet vehicles.*

*Mayor Alfin thanked Chief Mark Strobridge.*

*Sheriff Staly responded to Council Member Klufas regarding electric vehicles and costs.*

## **2 PRESENTATION - STRATEGIC ACTION PLAN PROJECT PLANS**

*Mayor Alfin provided a brief description of the item.*

*Ms. Johnston presented the topic to Council. Topics presented included updates for Council priorities and a funding summary.*

*Mayor Alfin introduced congressman Michael Waltz. Congressman Waltz shared about his job and updates regarding priorities.*

*A question-and-answer session was held between Congressman Waltz and Council Members.*

*Ms. Johnston continued the presentation.*

*Council held discussion on collection of franchise fees, electric vehicles as a priority, next steps for the priorities, adoption of the budget, and upcoming dates.*

*Attorney Borkert provided a response regarding franchise fees.*

*Council Member Pontieri asked about the fund summary budget and total of previous year SAP in comparison.*

*Ms. Johnston responded that she would get the requested information for Council Member Pontieri before the July 11, 2023, workshop.*

*Council Member Klufas requested the line items as part of the request.*

## **3 PRESENTATION - COMMUNITY DEVELOPMENT DEPARTMENT UPDATE**

*Jason DeLorenzo, Chief of Staff, opened the item and introduced the managers within the Community Development Department.*

*Ray Tyner, Deputy Chief Development Officer, presented the topic to Council. Topics presented included: strategies for success, updates by division, development orders issued, site development permits, staffing, comprehensive plan update, CDBG program, customer satisfaction survey, building permits, and Code Enforcement statistics.*

*Council held discussion on the following topics: completion rate of applications and projects, application fees in comparison to other cities, succession planning, roof inspections, customer satisfaction survey and staff procedure for the results, largest percentage of Code Enforcement calls and proactive communication on those issues, and new resident questions for Code Enforcement.*



#### **4 PRESENTATION - BUSINESS RECRUITMENT AND EXPANSION INCENTIVES**

*Barbara Fiedor, Economic Development Manager, presented the topic to Council.*

*Topics presented included: priorities and types of incentives.*

*Vice Mayor asked for tangible examples of the incentives.*

*Ms. Fiedor responded not today, but that she can come back to Council with that information.*

*Discussion was held on non-financial incentives.*

*Council Member Pontieri asked how the incentives fund is created.*

*Ms. Fiedor provided a response about the allocation of such funds.*

*Council held lengthy discussion on the following topics: commercial developments, pad-ready sites, Town Center kickstart program, phased approach to the incentives, staff recommendations, funding mechanisms, statutory requirements for building funds, types of business or industries which incentives have had success in attracting, and use of funds dedicated through the Strategic Action Plan.*

*Mayor Alfin requested staff provide the top incentives of Babcock Ranch to attract businesses.*

#### **5 PRESENTATION - FACILITY ASSESSMENT OF EXISTING FIRE STATION 22**

*Eric Gebo, Architect III, provided a background of the item.*

*Topics presented included: facility assessment and findings, Community Center Parking, options available, and request for Council direction.*

*Council held discussion on the following topics: request for information related to demolishing the building and creating parking, square footage of the space, parking spaces acquired through each option, vacant lots available in the area, potential to put this on a ballot, information on the ecology of the area and the*

*effects of the options, request to see information on rehabilitation of the building, potential relief through the Southern Recreation Center, budgeting timeline for the options presented,*

*Council Member Pontieri requested to see a side-by-side comparison of timeline and what it will take to demolish the building and site work for just the parking lot versus keeping the buildings site work and timeline for the option.*

*Mr. Cote requested direction on where to spend the dollars for both options discussed.*

*Mayor Alfin suggested asking staff to only provide details for the parking lot. Council concurred.*

*Vice Mayor Danko suggested Council consider both options available.*

*Council Member Klufas shared his position on the matter and would like to see the fire station remain a part of the community.*

*Council Member Heighter shared that there are a lot of items to consider on the topic and she was in favor of supporting the historical society and keeping the fire station in place if possible.*

## **F PUBLIC PARTICIPATION**

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

*Gene Dowd spoke about a road closure on Pine Lakes due to Stormwater and encouraged Council to look at funding and maintaining roads for the future. Mr. Dowd also thanked all first responders, those who serve, and City staff.*

*Greg Johnston, member of the Historical Society, spoke about 56 acres on Palm Coast Parkway available to Council for parking.*

*Mayor Alfin asked Mr. Johnston to meet with Ms. Bevan to have a discussion on the topic of the land.*

*Alex Mahler spoke about how beautiful and livable Palm Coast is and spoke about maintaining that.*

*Mayor Alfin shared about the upcoming comprehensive plan and encouraged residents to be involved.*

*Greg Blose, Palm Coast - Flagler Regional Chamber, commended Council for the discussion on the Strategic Action Plan and shared the Chamber's Support for pieces of the Strategic Action Plan.*

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

*Vice Mayor Danko asked when the signage ordinance will be coming before Council.*

*Ms. Bevan shared details and an approximate timeline.*

*Mr. DeLorenzo shared a timeline for the matter. The topic is currently scheduled for the 8/16 Planning Board Hearing and is intended to be brought back to Council in September.*

*Council Member Pontieri provided an update from the joint meeting held in Flagler Beach. Council Member Pontieri shared that the purpose of the meeting was to discuss the influx of residents and traffic areas of the beach and collaboration on how to successfully manage growth.*

*Council Member Heigher shared that she will not be available for the July 25<sup>th</sup> meeting.*

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

*Attorney Borkert shared about discussion with Waste Pro's Attorney and asked for Council concurrence to go into negotiations with them regarding the administrative charges and liquidated damages that were assessed by the City. Council concurred.*

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

*Ms. Bevan wished everyone a safe and fun July 4<sup>th</sup> holiday and applauded all community partners for the event.*

**J ADJOURNMENT**

*The meeting was adjourned at 1:38 p.m.*

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



**City of Palm Coast  
Minutes  
COUNCIL SPECIAL  
BUSINESS MEETING  
IMMEDIATELY FOLLOWING  
THE WORKSHOP MEETING**

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

***Mayor David Alfin  
Vice Mayor Ed Danko  
Council Member Cathy Heigher  
Council Member Nick Klufas  
Council Member Theresa Pontieri***

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**Tuesday, June 27, 2023**

**9:00 AM**

**COMMUNITY WING**

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**City Staff**

**Denise Bevan, City Manager**

**Neysa Borkert, City Attorney**

**Kaley Cook, Deputy City Clerk**

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

**A. CALL TO ORDER**

*Mayor Alfin called the meeting to order at 1:39 p.m.*

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

*This item was skipped.*

**C. ROLL CALL**

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

**D. PUBLIC PARTICIPATION**

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

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

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

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

*There were none.*

**E. ORDINANCES SECOND READ**

**1. ORDINANCE 2023-XX 5TH AMENDMENT TO THE PALM COAST PARK MPD DEVELOPMENT AGREEMENT - APPLICATION NO. 5276**

*Attorney Borkert read the title into the record and shared that the applicant requested to continue this item.*

*Motion by Council Member Klufas, seconded by Council Member Pontieri, to continue this item.*

*Public Comment:  
There were none.*

*The motion passed unanimously.*

**F. PUBLIC PARTICIPATION**

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

*There were none.*

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

*There were none.*

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

*Attorney Borkert shared about a closed session immediately following the meeting.*

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

*There were none.*

**J. ADJOURNMENT**

*The meeting was adjourned at 1:42 p.m.*

*Respectfully submitted by Kaley Cook, CMC  
Deputy City Clerk*



**City of Palm Coast  
Minutes  
COUNCIL WORKSHOP**

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

***Mayor David Alfin  
Vice Mayor Ed Danko  
Council Member Cathy Heighter  
Council Member Nick Klufas  
Council Member Theresa Pontieri***

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**Tuesday, July 11, 2023**

**9:00 AM**

**COMMUNITY WING**

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**City Staff**

**Denise Bevan, City Manager**

**Neysa Borkert, City Attorney**

**Kaley Cook, City Clerk**

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**A CALL TO ORDER**

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

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

**C ROLL CALL**

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

**D PUBLIC PARTICIPATION**

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

- (1) Each speaker shall at the podium, provide their name and may speak for up to 3 minutes.

(2) The Public may provide comments to the City Council relative to matters not on the agenda at the times indicated in this Agenda. Following any comments from the public, there may be discussion by the City Council.

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

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

*Mayor Alfin provided the rules and procedures of public comment.*

*Peter Johnson spoke about feral cats and environmental concerns.*

*Steve Carr spoke about traffic related health concerns and provided printed materials to Council.*

*Dani (no last name provided) spoke about chickens in Palm Coast and support for the initiative. Dani shared about efforts thus far and asked who pilot program information can be directed to.*

*Jeffrey Seib spoke about the image of Palm Coast as a small town and that it is rapidly morphing. Mr. Seib spoke about challenges that need immediate attention and shared recommendations.*

*Robert MacDonald requested the total cost of the new contract with FCC, cost for recycle bins, to know who distributed them, and who paid for them. Additionally, Mr. MacDonald spoke about public records requests and receiving responses to his questions during Council.*

*Mayor Alfin provided a response to Mr. MacDonald.*

*Nicole Darber spoke about Airbnb and issues with garbage. Ms. Barber suggested a trash can requirement.*



*Josh Fabian spoke about the backyard chicken item recently brought to Council and shared about a pilot program that was shared with Council members. Mr. Fabian shared that the group is interested in Council feedback.*

*Mayor Alfin asked Ms. Bevan to bring a presentation at a future workshop regarding feral cats.*

*Mayor Alfin shared about the upcoming comprehensive plan initiative which is open to all residents of Palm Coast to provide input and interaction.*

*Mayor Alfin asked Ms. Bevan to help facilitate information to Mr. MacDonald.*

*Ms. Bevan shared details of the communication thus far with Mr. MacDonald.*

*Council Member Pontieri asked to receive information regarding the backyard chicken pilot program.*

*Mayor Alfin provided suggestions to get the backyard chicken information to Council within the sunshine laws.*

## **E PRESENTATIONS**

### **1 PRESENTATION - PROPOSED FISCAL YEAR 2024 GENERAL FUND BUDGET AND TRIM RATE OPTIONS**

*Helena Alves, Director of Financial Services, Raelene Bowman, Budget Coordinator, and Gwen Ragsdale, Budget & Procurement Manager, presented the topic to Council.*

*Topics presented included; budget presentation timeline, presentation overview, TRIM process timeline, ad valorem tax history, millage rate and property tax history, ad valorem taxes by taxing authority, 2023 maximum millage rate, general fund budget and revenue projections, and expenditures, Administrative Services budget, Financial Services budget, Construction Management & Engineering budget, Community Development Budget, Economic Development Budget, Fire Department budget, Streets Maintenance budget, Parks & Recreation budget, Non-Departmental, millage rate options, next steps, and where to access budget information.*

*Council held discussion on the following topics: holding 4% of the ad valorem taxes, delta between other revenues, budget transfers, decrease in collection of permits and fees, City Council budget, prior Council priorities including SAP funds, request to know which items are in the appropriated fund balance, general fund, how to meet priorities, fully burdened cost for a Planning Manager position, collection rates, personnel, reasoning for transfer of positions, reduction in chemical costs for the aquatic center, Southern Recreation Center revenues, zip line repairs, and fleet repairs.*

*Mayor Alfin reminded everyone that the budget information is available online.*

**2 PRESENTATION - FLAGLER COUNTY HOUSING SERVICES ON THE RESULTS OF THE FLAGLER COUNTY HOUSING FORUM HELD ON APRIL 21, 2023**

*Jose Papa, Senior Planner, and Devrie Paradowski, Flagler County Housing Services Program Manager, presented the topic to Council.*

*Topics presented included: background of the forum, Live Local Act and selected provisions.*

*Council held discussion on the following topics: review of the new legislation, recommendations to be brought to Council, timeframe for bringing workforce housing to the City of Palm Coast, proper zoning, and smart managed growth.*

**3 PRESENTATION - FRANCHISE FEE AGREEMENT WITH FLORIDA POWER & LIGHT (FPL)**

*Helena Alves, Director of Financial Services, presented the topic to Council.*

*Topics presented included: a background of the item, unrestricted major revenue sources, locations, cities with franchise agreements, agreement details, and next steps.*

*Council held discussion on the following topics: use for funds, diversifying revenues, added uses of electric car charging and solar, burden that falls on residential homeowners, and comparison to other cities.*

*Attorney Borkert provided details of the draft agreement details.*

*Representatives of Florida Power & Light responded to Council questions.*

*Mayor Alfin requested to see a representative city to see what percentage of the gain is paid by commercial properties.*

**4 PRESENTATION - PAVEMENT MANAGEMENT PROGRAM UPDATE**

*Carl Cote, Director of Stormwater & Engineering, and Craig Shorling, representative of Transmap, presented the topic to Council.*

*Topics presented included: presentation overview, roadway network, resurfacing history, lack of funding, rejuvenation, microsurfacing, cape seal, proposed implementation plan, and Council actions.*

*Council held discussion on the following topics: changes in roadway conditions, life of the road, endorsements from other cities, priorities determined by the software, options available and goal of the program options, and funding.*

**5 RESOLUTION 2023-XX APPROVING THE AMENDED INTERLOCAL AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLAGLER COUNTY SCHOOL DISTRICT FOR JOINT USE OF REAL PROPERTY AND FACILITIES AND COORDINATION OF PROGRAMS AND SERVICES**

*Attorney Borkert read the title into the record.*

*James Hirst, Director of Parks & Recreation, presented the topic to Council. Joshua Walker, from the Flagler County School District, was available for questions.*

*Topics presented included: details of the interlocal agreement, facilities, insurance within the agreement, and request to add language.*

*Attorney Borkert provided additional details of this item.*

**6 RESOLUTION 2023-XX APPROVING A CONTRACT FOR MANAGEMENT OF THE RALPH CARTER PARK CELL TOWER WITH DIAMOND COMMUNICATIONS, LLC**

*Attorney Borkert read the title of items 6 and 7 into the record.*

*Doug Akins, Director of Information Technology, presented items 6 and 7 together.*

*Topics presented included: details of the towers and agreements.*

*Council held discussion on the following topics: revenues, wireless master plan and focus on service within the City, and changes to the agreement.*

*Attorney Borkert shared that the details of the contract are still in negotiation and there may be changes when it is brought to Council again.*

**7 RESOLUTION 2023-XX APPROVING AN AMENDMENT TO THE COMMUNICATIONS SITE LEASE WITH T-MOBILE AT BELLE TERRE PARK**

*The item was presented with item 6.*

**8 RESOLUTION 2023-XX APPROVING THE NUISANCE ABATEMENT INITIAL ASSESSMENT**

*Barbara Grossman, Code Enforcement Manager, and Liliana Filipe, Code Enforcement Clerk, presented the topic to Council.*

*Council held discussion on the potential of including damaged sea walls.*

*Attorney Borkert shared details regarding nuisance abatement and fines for seawalls.*

**F PUBLIC PARTICIPATION**

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

*There were none.*

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

*Council Member Pontieri thanked staff for the Independence Day event. Additionally, Council Member Pontieri thanked the representative from Transmap, and also provided thanks to colleagues for the respectful discussion.*

*Council Member Klufas shared that he will attend an upcoming Tourist Development Council (TDC) meeting and will provide a report at the next Council meeting.*

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

*There were none.*

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

*There were none.*

**J ADJOURNMENT**

*The meeting was adjourned at 12:42 p.m.*

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

# City of Palm Coast, Florida Agenda Item

Agenda Date: July 18, 2023

<b>Department Division</b>	FINANCIAL SERVICES	<b>Amount Account #</b>
<b>Subject</b>	RESOLUTION 2023-XX SETTING A PROPOSED MAXIMUM MILLAGE (TRIM) RATE AND SETTING THE FIRST (TENTATIVE) BUDGET HEARING DATE, TIME, AND LOCATION FOR THE FISCAL YEAR 2024 BUDGET	
<b>Presenter: Helena Alves, Director of Financial Services</b>		
<p><b>Background:</b>  City Council adopted the Fiscal Year 2023 Budget on September 21, 2022, in the amount of \$328,187,636 per Resolution 2022-123.</p> <p>At the April 25, 2023, Special Budget Workshop, City Council was presented with the year-to-date budget results for operating department budgets for Fiscal Year 2023 October through March.</p> <p>On May 2, 2023, City Council approved and adopted the Strategic Action Plan (SAP) for Fiscal Year 2023-2024.</p> <p>At the May 23, 2023, Workshop, staff presented to City Council on fund accounting and revenue source restrictions to prepare for the upcoming Fiscal Year 2024 budget.</p> <p>On June 13, 2023, City Council was presented with an overview of the process for adopting the Property Tax and TRIM rate in preparation to adopt the Fiscal Year 2024 TRIM rate in September.</p> <p>On July 11, 2023, City Council was presented the Fiscal Year 2024 General Fund Budget, and an overview of the TRIM rate options. As discussed, staff is proposing a maximum millage rate of 4.6100 mills, which is an 8.29% increase from the rolled-back rate of 4.2570 mills, and the first budget hearing to be held at 5:15 p.m. on Thursday, September 7, 2023, at the Palm Coast City Hall Community Wing, located at 160 Lake Ave, Palm Coast.</p> <p>Local governments must conform to the maximum millage limitation requirements as outlined in Section 200.065(5), F.S. within 35 days of the certification of value, the City of Palm Coast must inform the property appraiser of the current year’s proposed millage rate and the first budget hearing date and location which will be advertised on the Notice of Proposed Property Taxes (TRIM notice) that the property appraiser mails.</p> <p>Director of Financial Services, Helena Alves, and Budget &amp; Procurement Manager, Gwen Ragsdale, will be presenting to City Council the Proposed Millage Rate &amp; Proposed Budget for the Fiscal Year 2024.</p>		

**Recommended Action:**

**ADOPT RESOLUTION 2023-XX SETTING A PROPOSED MAXIMUM MILLAGE (TRIM) RATE AND SETTING THE FIRST (TENTATIVE) BUDGET HEARING DATE, TIME, AND LOCATION FOR THE FISCAL YEAR 2024 BUDGET**



# Fiscal Year 2024 Proposed General Fund Budget Tuesday July 18, 2023

Helena P. Alves, CGFO, CIA, MBA  
Director of Financial Services

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Gwen E. Ragsdale, MBA  
Budget & Procurement Manager  
Raelene Bowman, Budget Coordinator

- Ad Valorem History
- 2024 Maximum Millage Rate Proposal
- Proposed Personnel Changes
- General Fund Revenue & Expenditures
- Maximum Millage Rate Recommendation





## First Public Hearing September 7, 2023

- Advertised on the TRIM Notice
- Tentative Budget and Millage

## Final Public Hearing September 20, 2023

- Final Budget and Millage adopted
- Final Millage cannot exceed the adopted tentative millage

Fiscal Year	Property Value	Percentage Change	Total Millage	Ad Valorem Receipts	Population
2024	* \$8,746,964,994	14.41%	4.6100	*** \$38,710,568	** 98,411
2023	\$7,645,411,750	19.52%	4.6100	\$33,835,534	96,504
2022	\$6,396,639,746	9.93%	4.6100	\$28,308,969	92,866
2021	\$5,818,727,063	6.72%	4.6989	\$26,247,952	89,437
2020	\$5,452,170,314	9.14%	4.6989	\$24,594,435	86,768
2019	\$4,995,651,282	8.46%	4.6989	\$22,535,103	84,575

\*Based on July 1 Property Appraiser Valuation \*\*Estimate based on July 1, 2022, from US Census Bureau

\*\*\* Ad Valorem Receipts is 96% of the Taxable Property Value



# PALM COAST 2023 Ad Valorem Taxes by Taxing Authority



**Flagler County ¢44**

**School Board ¢29**

**Palm Coast ¢24**

**Others  
¢3**

	Millage Rate
Adopted Fiscal Year 2023	4.6100
Proposed Maximum Millage Rate Fiscal Year 2024	4.6100

A large, stylized logo on the left side of the slide. It features a palm tree with green fronds and a brown trunk, set against a yellow sun. The entire logo is enclosed within a thick blue circular border. The background of the slide is white, with a green triangle in the top left and a yellow bar at the bottom.

# General Fund Revenues and Expenditures

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	Adopted 2023	Proposed 2024	Change
City Manager's Office	4	5	1
Communications & Marketing	5.5	5.5	0
Economic Development	2	2	0
City Clerk	2.5	3.0	0.5
City Attorney	0.5	0.0	-0.5
Human Resources	8.0	8.0	0
Financial Services	15	15	0
Business Tax	2	2	0
Planning	19.66	20.66	1
Code Enforcement	25.21	25.21	0
Fire	69	75	6
Public Works Streets	53	58	5
Construction Management & Engineering	8	8	0
Parks & Recreation	42.0	44.0	2
<b>Total Full Time Positions</b>	<b>256.37</b>	<b>271.37</b>	<b>15.00</b>



	<b>Adopted 2023</b>	<b>Estimated 2023</b>	<b>Proposed 2024</b>	<b>Fiscal Year 23-24 Change</b>	<b>Percentage Change</b>
Ad Valorem Tax (Property Taxes)*	\$ 33,378,389	\$ 33,378,389	\$ 38,202,844	\$ 4,824,455	
Half Cent Sales Tax**	3,872,418	4,072,418	3,988,591	116,173	
Communication Services Tax**	2,648,290	2,648,290	2,701,256	52,966	
State Revenue Sharing**	1,156,192	1,156,192	1,167,754	11,562	
Other Taxes	835,000	855,000	855,000	20,000	
Permits and Fees	1,612,800	1,724,100	1,649,100	36,300	
Fines and Forfeitures	587,711	587,711	592,778	5,067	
Charges for Services	525,384	506,350	525,493	109	
Charges for Services - Parks and Recreation	2,235,000	2,193,265	2,293,000	58,000	
Charges for Services - Internal Services	3,743,848	3,743,848	3,963,489	219,641	
Other Revenue	127,938	683,615	253,932	125,994	
Interfund Transfers	1,276,379	1,265,962	1,369,172	92,793	
Appropriated Fund Balance	750,000	2,818,596	925,000	175,000	
<b>Total General Fund Revenue</b>	<b>\$ 52,749,349</b>	<b>\$ 55,633,736</b>	<b>\$ 58,487,409</b>	<b>\$ 5,738,060</b>	<b>10.9%</b>

\*2024 Based on Proposed TRIM Rate of 4.6100 and 96% of Taxable Property Values

\*\*Estimated Revenue – will continue to update as new estimates are released from the State

	<b>Adopted 2023</b>	<b>Estimated 2023</b>	<b>Proposed 2024</b>	<b>Fiscal Year 23-24 Change</b>	<b>Percentage Change</b>
Administrative Services	\$ 5,750,826	\$ 5,615,148	\$ 6,218,942	\$ 468,116	
Construction Management & Engineering	1,168,036	1,129,912	1,455,989	287,953	
Economic Development	411,945	403,227	529,382	117,437	
Planning	2,577,743	2,417,395	2,994,697	416,954	
Code Enforcement	3,314,269	3,199,125	3,599,508	285,239	
Business Tax	-	-	251,847	251,847	
Public Safety - Fire	12,827,111	12,885,246	13,240,986	413,875	
Public Safety - Flagler County Sheriff's Contract	6,532,276	6,532,276	7,363,929	831,653	
Public Works Streets Maintenance	8,572,048	8,559,145	9,366,829	794,781	
Parks, Recreation and Parks Maintenance	8,409,901	8,378,957	9,066,570	656,669	
Non-Departmental	3,185,194	6,513,305	4,398,730	1,213,536	
	<b>\$ 52,749,349</b>	<b>\$ 55,633,736</b>	<b>\$ 58,487,409</b>	<b>\$ 5,738,060</b>	<b>10.9%</b>



	<b>Adopted 2023</b>	<b>Estimated 2023</b>	<b>Proposed 2024</b>	<b>Fiscal Year 23-24 Change</b>	<b>Percentage Change</b>
City Council	\$ 290,524	\$ 276,964	\$ 387,804	\$ 97,280	
City Manager's Office	778,812	808,621	1,005,202	226,390	
City Clerk's Office	288,479	273,779	282,928	(5,551)	
City Attorney	624,617	592,001	685,254	60,637	
Communications and Marketing	671,800	667,445	712,045	40,245	
Human Resources	1,071,827	1,047,692	1,144,108	72,281	
Financial Services	2,024,767	1,948,646	2,001,601	(23,166)	
	<b>\$ 5,750,826</b>	<b>\$ 5,615,148</b>	<b>\$ 6,218,942</b>	<b>\$ 468,116</b>	<b>8.1%</b>

## Personnel

Transfer – Chief of Staff from Planning, Code Enforcement, and Building

Transfer – .5 FTE from City Attorney to City Clerk

Transfer Business Tax from Financial Services to Community Development



	<b>Adopted 2023</b>	<b>Estimated 2023</b>	<b>Proposed 2024</b>	<b>Fiscal Year 23-24 Change</b>	<b>Percentage Change</b>
Personnel Services	\$ 1,036,225	\$ 1,012,414	\$ 1,157,433	\$ 121,208	
Operating Expenditures	126,481	115,091	298,556	172,075	
Interfund Transfers	5,330	2,407	-	(5,330)	
<b>TOTAL</b>	<b>\$ 1,168,036</b>	<b>\$ 1,129,912</b>	<b>\$ 1,455,989</b>	<b>\$ 287,953</b>	<b>24.7%</b>

	<b>Adopted 2023</b>	<b>Estimated 2023</b>	<b>Proposed 2024</b>	<b>23-24 Change</b>	<b>Percentage Change</b>
Personnel Services	\$ 2,053,679	\$ 2,000,021	\$ 2,445,019	\$ 391,340	
Operating Expenditures	504,713	398,023	535,450	30,737	
Interfund Transfers	19,351	19,351	14,228	(5,123)	
<b>TOTAL</b>	<b>\$ 2,577,743</b>	<b>\$ 2,417,395</b>	<b>\$ 2,994,697</b>	<b>\$ 416,954</b>	<b>16.2%</b>

Personnel New Position:

New – Planning Manager – start 1/1

New – Community Development Director – start 10/1



	<b>Adopted 2023</b>	<b>Estimated 2023</b>	<b>Proposed 2024</b>	<b>Fiscal Year 23-24 Change</b>	<b>Percentage Change</b>
Personnel Services	\$ 2,087,613	\$ 2,037,183	\$ 2,320,485	\$ 232,872	
Operating Expenditures	1,223,256	1,158,542	1,277,300	54,044	
Interfund Transfers	3,400	3,400	1,723	(1,677)	
<b>TOTAL</b>	<b>\$ 3,314,269</b>	<b>\$ 3,199,125</b>	<b>\$ 3,599,508</b>	<b>\$ 285,239</b>	<b>8.6%</b>

Personnel New Position:

New – Community Development Director – start 10/1



	<b>Adopted 2023</b>	<b>Estimated 2023</b>	<b>Proposed 2024</b>	<b>Fiscal Year 23-24 Change</b>	<b>Percentage Change</b>
Personnel Services	\$ -	\$ -	\$ 189,349	\$ 189,349	
Operating Expenditures	-	-	62,498	62,498	
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 251,847</b>	<b>\$ 251,847</b>	<b>0.0%</b>

Business Tax separated from Financial Services in FY 2024



	<b>Adopted 2023</b>	<b>Estimated 2023</b>	<b>Proposed 2024</b>	<b>Fiscal Year 23-24 Change</b>	<b>Percentage Change</b>
Personnel Services	\$ 133,009	\$ 133,029	\$ 171,599	\$ 38,590	
Operating Expenditures	263,936	255,198	242,783	(21,153)	
Economic Development Special Projects	15,000	15,000	115,000	100,000	
<b>TOTAL</b>	<b>\$ 411,945</b>	<b>\$ 403,227</b>	<b>\$ 529,382</b>	<b>\$ 117,437</b>	<b>28.5%</b>





	<b>Adopted 2023</b>	<b>Estimated 2023</b>	<b>Proposed 2024</b>	<b>Fiscal Year 23-24 Change</b>	<b>Percentage Change</b>
Personnel Services	\$ 8,540,723	\$ 8,506,231	\$ 9,420,714	\$ 879,991	
Operating Expenditures	4,156,114	4,228,800	3,769,022	(387,092)	
Interfund Transfers	71,121	71,121	41,250	(29,871)	
Capital Outlay	59,153	79,094	10,000	(49,153)	
<b>TOTAL</b>	<b>\$ 12,827,111</b>	<b>\$ 12,885,246</b>	<b>\$ 13,240,986</b>	<b>\$ 413,875</b>	<b>3.2%</b>

Personnel New Position:

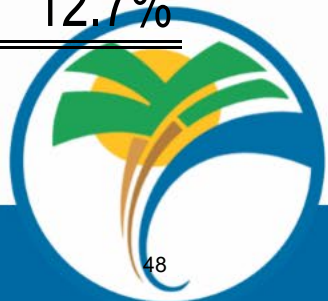
New Position - (6) Firefighter / EMT – (3) 10/1/23 and (3) 4/1/24



**FY 24 Increase Funding Request to Maintain Existing Service Levels**

- 5.3% Cost of Living Adjustment
- Contractual Step Increase
- FRS adopted Retirement Rates effective 7/1/23
- 9.78% increase in Health Insurance Premiums
- 3 Deputies in FY23 were funded for 9 months

	<b>Adopted 2023</b>	<b>Estimated 2023</b>	<b>Proposed 2024</b>	<b>Fiscal Year 23-24 Change</b>	<b>Percentage Change</b>
Enhanced Contract	\$ 6,532,276	\$ 6,532,276	\$ 7,363,929	\$ 831,653	
<b>TOTAL</b>	<b>\$ 6,532,276</b>	<b>\$ 6,532,276</b>	<b>\$ 7,363,929</b>	<b>\$ 831,653</b>	<b>12.7%</b>





	<b>Adopted 2023</b>	<b>Estimated 2023</b>	<b>Proposed 2024</b>	<b>Fiscal Year 23-24 Change</b>	<b>Percentage Change</b>
Personnel Services	\$ 4,116,736	\$ 4,067,779	\$ 4,728,395	\$ 611,659	
Operating Expenditures	4,326,270	4,362,322	4,622,434	296,164	
Interfund Transfers	113,042	118,744	-	(113,042)	
Capital Outlay	16,000	10,300	16,000	-	
<b>TOTAL</b>	<b>\$ 8,572,048</b>	<b>\$ 8,559,145</b>	<b>\$ 9,366,829</b>	<b>\$ 794,781</b>	<b>9.3%</b>

\* 5 positions for Facilities Mowing are moving to the General Fund in FY 2024

Personnel :

- Transfer from Facilities Maintenance Mowing - Public Works Lead
- Transfer from Facilities Maintenance Mowing - Landscape Technician
- Transfer from Facilities Maintenance Mowing - Grounds Maintenance Worker (3)



	<b>Adopted 2023</b>	<b>Estimated 2023</b>	<b>Proposed 2024</b>	<b>Fiscal Year 23-24 Change</b>	<b>Percentage Change</b>
Personnel Services	\$ 1,527,134	\$ 1,526,159	\$ 1,591,043	\$ 63,909	
Operating Expenditures	800,007	811,982	891,487	91,480	
Interfund Transfers	4,295	4,295	2,150	(2,145)	
Grants	50,000	39,000	53,000	3,000	
<b>TOTAL</b>	<b>\$ 2,381,436</b>	<b>\$ 2,381,436</b>	<b>\$ 2,537,680</b>	<b>\$ 156,244</b>	<b>6.6%</b>





# PALM COAST Parks & Recreation – Aquatics Center

	<b>Adopted 2023</b>	<b>Estimated 2023</b>	<b>Proposed 2024</b>	<b>Fiscal Year 23-24 Change</b>	<b>Percentage Change</b>
Personnel Services	\$ 362,814	\$ 362,887	\$ 373,446	\$ 10,632	
Operating Expenditures	132,566	128,066	157,666	25,100	
Interfund Transfers	3,215	3,215	-	(3,215)	
<b>TOTAL</b>	<b>\$ 498,595</b>	<b>\$ 494,168</b>	<b>\$ 531,112</b>	<b>\$ 32,517</b>	<b>6.5%</b>



	<b>Adopted 2023</b>	<b>Estimated 2023</b>	<b>Proposed 2024</b>	<b>Fiscal Year 23-24 Change</b>	<b>Percentage Change</b>
Personnel Services	\$ 276,682	\$ 277,682	\$ 413,777	\$ 137,095	
Operating Expenditures	152,519	151,519	238,610	86,091	
Interfund Transfers	-	-	7,440	7,440	
<b>TOTAL</b>	<b>\$ 429,201</b>	<b>\$ 429,201</b>	<b>\$ 659,827</b>	<b>\$ 230,626</b>	<b>53.7%</b>

Personnel New Positions:

New – Customer Service Representatives (2)– start 4/1



	<b>Adopted 2023</b>	<b>Estimated 2023</b>	<b>Proposed 2024</b>	<b>Fiscal Year 23-24 Change</b>	<b>Percentage Change</b>
Personnel Services	\$ 564,966	\$ 557,319	\$ 549,229	\$ (15,737)	
Operating Expenditures	1,533,774	1,536,943	1,534,149	375	
Interfund Transfers	43,050	37,528	-	(43,050)	
<b>TOTAL</b>	<b>\$ 2,141,790</b>	<b>\$ 2,131,790</b>	<b>\$ 2,083,378</b>	<b>\$ (58,412)</b>	<b>-2.7%</b>

	<b>Adopted 2023</b>	<b>Estimated 2023</b>	<b>Proposed 2024</b>	<b>Fiscal Year 23-24 Change</b>	<b>Percentage Change</b>
Personnel Services	\$ 1,679,763	\$ 1,671,950	\$ 1,849,385	\$ 169,622	
Operating Expenditures	1,187,436	1,192,398	1,405,188	217,752	
Interfund Transfers	79,590	61,323	-	(79,590)	
Capital Outlay	12,090	10,795	-	(12,090)	
<b>TOTAL</b>	<b>\$ 2,958,879</b>	<b>\$ 2,936,466</b>	<b>\$ 3,254,573</b>	<b>\$ 295,694</b>	<b>10.0%</b>

# Non-Departmental

	Adopted 2023	Estimated 2023	Proposed 2024	Fiscal Year 23-24 Change	Percentage Change
Operating Expenditures	1,467,699	1,498,810	1,615,802	\$ 148,103	
Interfund Transfers	964,495	4,464,495	1,088,344	123,849	
Grants*	3,000	-	-	(3,000)	
Contingency	750,000	550,000	750,000	-	
Available for Council Consideration	-	-	944,584	944,584	
<b>TOTAL</b>	<b>\$ 3,185,194</b>	<b>\$ 6,513,305</b>	<b>\$ 4,398,730</b>	<b>\$ 1,213,536</b>	<b>38.1%</b>

Transfers	FY2023	FY2024
Community Redevelopment Agency	\$ 964,495	\$ 1,088,344
Fund Balance - Disaster Reserve	\$ 1,000,000	\$ -
Fund Balance - Capital Projects	\$ 2,500,000	\$ -

\* Moved to Parks and Recreation in FY 2024



# Truth in Millage (TRIM) Property Taxes

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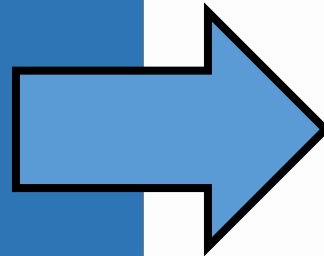


**Next Step:**

- July 18, 2023 – Resolution to Adopt the Maximum Millage Rate

	<b>Millage Rate</b>
Rolled-Back Rate	4.2570
2024 Majority Vote	5.6405
2024 Two-Thirds Vote	6.2046
2023 Adopted Millage	4.6100
<b>2024 Proposed Maximum Millage</b>	<b>4.6100</b>

Access to the Fiscal Year 2024 budget calendar, budget worksheets, and previous Council presentations



Visit [www.palmcoast.gov](http://www.palmcoast.gov) and click the link



# Questions

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**RESOLUTION 2023-\_\_\_\_**  
**PROPOSED MAXIMUM MILLAGE RATE**

**A RESOLUTION OF THE CITY OF PALM COAST,  
FLAGLER COUNTY, FLORIDA, SETTING A  
PROPOSED MAXIMUM AD VALOREM MILLAGE  
RATE AND TENTATIVE BUDGET HEARING DATE,  
TIME AND LOCATION FOR THE CITY OF PALM  
COAST, FLAGLER COUNTY, FLORIDA, FOR  
FISCAL YEAR 2023-2024; AND PROVIDING AN  
EFFECTIVE DATE**

**WHEREAS**, the City of Palm Coast, Flagler County, Florida, must provide the Property Appraiser with a proposed millage rate, the current year rolled-back rate and the date, time, and meeting place of the Tentative Budget hearing; and

**WHEREAS**, this notification must be provided by August 4, 2023; and

**WHEREAS**, the gross taxable value of property within the City of Palm Coast, Flagler County, Florida, has been certified by the County Property Appraiser to the City of Palm Coast as \$8,746,964,994.

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

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

**SECTION 2. PROPOSED MILLAGE AND PUBLIC HEARING.** The City Council of the City of Palm Coast, Flagler County, Florida, sets the fiscal year 2023-2024 proposed millage rate at 4.6100 mills, which is an 8.29% increase from the rolled-back rate of 4.257 mills. The Tentative Budget Hearing will be held at 5:15 p.m. on Thursday, September 7, 2023, at the Palm Coast City Hall Community Wing, located at 160 Lake Ave, Palm Coast.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** at the meeting of the City Council of the City of Palm Coast, Florida, on this 18<sup>th</sup> day of July 2023.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

# City of Palm Coast, Florida Agenda Item

Agenda Date: July 18, 2023

<b>Department</b>	COMMUNITY DEVELOPMENT	<b>Amount</b>
<b>Division</b>	CODE ENFORCEMENT	<b>Account #</b>
<b>Subject</b>	RESOLUTION 2023-XX APPROVING THE NUISANCE ABATEMENT INITIAL ASSESSMENT	
<b>Presenter: Barbara Grossman, Code Enforcement Manager</b>		
<b>Background:</b>		
<p><b><u>UPDATED BACKGROUND FROM THE JULY 11, 2023, WORKSHOP MEETING:</u></b>            City Council received a presentation on this item at their July 11, 2023, Workshop Meeting. There were no changes proposed to this item.</p>		
<p><b><u>ORIGINAL BACKGROUND FROM THE JULY 11, 2023, WORKSHOP MEETING:</u></b>            In March 2010, the City adopted Ordinance 2010-03 - Public Nuisance, to provide for the creation of an assessment area and authorize the imposition of Nuisance Abatement Assessments to be included in the annual ad valorem tax bill sent out by the County Tax Collector for properties where the City abated a nuisance.</p> <p>In December 2010, the City adopted Resolution 2010-168 - Non-Ad Valorem Assessments for Nuisance Abatement, signifying the City's intent to use the uniform method of collecting non-ad valorem special assessments levied within the City in connection with Ordinance 2010-03. Each year the preliminary and final assessment roll needs to be adopted by City Council prior to September 15. This Resolution is intended to adopt a preliminary assessment roll. The final roll will be prepared and brought back to City Council at their August 8, 2023, Workshop and the August 15, 2023, Business Meeting for action.</p>		
<b>Recommended Action:</b>		
<b>ADOPT RESOLUTION 2023-XX APPROVING THE NUISANCE ABATEMENT INITIAL ASSESSMENT</b>		

**RESOLUTION 2023-\_\_**  
**NUISANCE ABATEMENT INITIAL ASSESSMENT**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, RELATING TO THE PROVISION OF NUISANCE ABATEMENT WITHIN THE INCORPORATED AREA OF THE CITY; ESTIMATING THE SERVICE COST OF NUISANCE ABATEMENT SERVICES TO BE ASSESSED; DETERMINING THAT CERTAIN REAL PROPERTY WILL BE SPECIALLY BENEFITTED THEREBY; ESTABLISHING THE METHOD OF ASSESSING THE SERVICE COST AGAINST THE REAL PROPERTY THAT WILL BE SPECIALLY BENEFITTED THEREBY; DIRECTING THE CITY MANAGER TO PREPARE OR DIRECT THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL BASED UPON THE METHODOLOGY SET FORTH HEREIN; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENTS AND THE METHOD OF THEIR COLLECTION AND DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

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

**ARTICLE I**  
**DEFINITIONS AND CONSTRUCTION**

**SECTION 1.01. PURPOSE AND DEFINITIONS.** This Resolution constitutes the Nuisance Abatement Initial Assessment Resolution as defined in Ordinance No. 2010-03, the Public Nuisance Ordinance, and as codified in Chapter 35 of the Code of Ordinances, City of Palm Coast, Florida. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

“**Dwelling Unit**” means a Building, or portion thereof, which is lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only.

“**DOR Code**” means a property use code established by 12D-8.008(2)(c), Florida Administrative Code, and as applied by the Property Appraiser.

**“Nuisance Abatement Assessed Cost”** means all or any portion of the Service Cost that is properly attributable to the abating of the nuisance under generally accepted accounting principles, including, without limiting the generality of the foregoing, a reasonable amount for contingency and anticipated delinquencies and uncollectible assessments, the amount of which each Tax Parcel’s annual ad valorem tax bill is discounted for early payment of assessments collected pursuant to the Uniform Assessment Collection Act, the cost to be incurred by the City during any Fiscal Year in connection with the implementation, administration, collection, and enforcement of the Nuisance Assessments, any service charges of the Tax Collector or Property Appraiser, and reimbursement to the City for any funds advanced for nuisance abatement services, and interest of any interfund or intrafund loan for such purposes.

**“Nuisance Abatement Assessment”** means an annual Service Assessment, as defined in the Ordinance, imposed against property located within the City to fund the Nuisance Abatement Cost, computed in the manner described 2.03 hereof.

**“Ordinance”** means Ordinance No. 2010-03, the Public Nuisance Ordinance, as codified in Chapter 35 of the Code of Ordinances, City of Palm Coast, Florida.

**“Tax Parcel”** means a parcel of property within the Service Area to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

**SECTION 1.03. GENERAL FINDINGS.** It is hereby ascertained, determined and declared that:

(A) Pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City Council has all powers of local self-government to perform municipal functions and to render municipal services except when prohibited by law and such power may be exercised by the enactment of legislation in the form of City ordinances.



(B) The City Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the City Council may legislate on any subject matter on which the Legislature may act, except those subjects described in (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c) and (d) of Section 166.021(3), Florida Statutes, are not relevant to imposition of the Nuisance Abatement Assessments within the City.

(C) The City Council has enacted the Ordinance to authorize the imposition of Nuisance Abatement Assessments to fund the Nuisance Abatement Assessed Cost benefiting property within the Nuisance Abatement Service Area.

(D) Prior to the adoption of the Assessment Roll, the City incurred costs related to the abatement of one or more public nuisance and the remediation or improvement thereof on the Tax Parcels, which costs remain outstanding.

(E) The provision of nuisance abatement services, facilities and programs have specially benefitted the Tax Parcels to be assessed and enhanced the utilization and enjoyment of the Tax Parcels by one or more of the following: (1) protecting and enhancing the value and use of the property through the elimination of existing code violation(s) that present a serious threat to the public health, safety, and welfare; (2) providing increased safety and better access to the property; and (3) improving the property's appearance and property values.

(F) The Nuisance Abatement Assessed Costs consist of costs incurred by the City, including all actual, administrative, service and collection costs, in performing or having performed any work necessary to abate a nuisance located on an affected Tax Parcel. The City Council hereby determines that Nuisance Abatement Assessed Costs provide a special benefit to each Tax Parcel to be assessed, and that it is fair and equitable to allocate the Nuisance Abatement

Assessed Costs to the Tax Parcels predominantly benefitted by the removal of abatement of the nuisance from that Tax Parcel and the reciprocal relief of the burden caused by the Nuisance based on actual, administrative, services and collection costs incurred by the City in abating the nuisance located on the Tax Parcel and which costs are uniquely attributable to that Tax Parcel.

**ARTICLE II  
NUISANCE ABATEMENT ASSESSMENTS**

**SECTION 2.01. NUISANCE ABATEMENT ASSESSMENTS TO BE IMPOSED IN ASSESMENT AREA.** Pursuant to Section 35-77 of the Ordinance, Nuisance Abatement Assessments are to be imposed on those certain Tax Parcels located within the City on which nuisance abatement services have been rendered by the City.

**SECTION 2.02. IMPOSITION OF NUISANCE ABATEMENT ASSESSMENTS.** The Nuisance Abatement Assessments shall be imposed against those Tax Parcels listed in Section 2.01 located within the Nuisance Abatement Service Area, and shall be computed in accordance with this Nuisance Abatement Initial Assessment Resolution.

**SECTION 2.03. COMPUTATION OF ASSESSMENTS.**

(A) The Nuisance Abatement Assessment shall be calculated and apportioned based on the actual cost incurred by the City in performing the work necessary to abate or correct a nuisance violation for each specific Tax Parcel identified in Section 2.04.

(B) It is hereby ascertained, determined, and declared that the method of determining the Nuisance Abatement Assessments for nuisance abatement services as set forth herein is a fair and reasonable method of apportionment.

**SECTION 2.04. ESTIMATED NUISANCE ABATEMENT ASSESSED COST.**

(A) The total estimated Nuisance Abatement Assessed Cost for nuisance abatement services to be recovered through Nuisance Abatement Assessments for the Fiscal Year commencing October 1, 2023, is \$117,293.00.

(B) The estimated Nuisance Abatement Assessed Cost is hereby allocated among the Tax Parcels included in Appendix A, attached hereto and incorporated herein by reference, for service costs incurred by the City for the Fiscal Year commencing October 1, 2022.

**SECTION 2.05. NUISANCE ABATEMENT ASSESSMENT ROLL.** The City Manager is hereby directed to prepare, or direct the preparation of, the preliminary Nuisance Abatement Assessment Roll in the manner provided in the Ordinance. The Nuisance Abatement Assessment Roll shall include all Tax Parcels identified in Section 2.04 hereof. The City Manager shall apportion the estimated Nuisance Abatement Service Cost to be recovered through Nuisance Abatement Assessments in the manner set forth in this Nuisance Abatement Initial Assessment Resolution. A copy of this Nuisance Abatement Initial Assessment Resolution and the preliminary Nuisance Abatement Assessment Roll shall be maintained on file in the office of the City Clerk or such person's designee and open to public inspection. The foregoing shall not be construed to require that the Nuisance Abatement Assessment Roll be in printed form if the amount of the Nuisance Abatement Assessment for each Tax Parcel can be determined by use of an available computer terminal.

**SECTION 2.06. METHOD OF COLLECTION.** The Nuisance Abatement Assessments shall be collected pursuant to the Uniform Assessment Collection Act, as provided in Section 35-77 of the Ordinance.

**ARTICLE III  
NOTICE AND PUBLIC HEARING**

**SECTION 3.01. PUBLIC HEARING.** A public hearing will be conducted by the City Council at 9:00 a.m., on August 15, 2023, at the City of Palm Coast, Community Wing, 160 Lake Avenue, Palm Coast, Florida, to consider imposition of the Nuisance Abatement Assessments and the City Council will receive and consider any comments on the Nuisance Abatement Assessments from the public and affected property owners and consider imposing Nuisance Abatement Assessments and collecting such assessments.

**SECTION 3.02. NOTICE BY PUBLICATION.** The City Manager or such person's designee shall publish a notice of the public hearing authorized by Section 3.01 hereof in the manner and the time provided by statute. The published notice shall be in substantially the form attached hereto as Appendix B.

**SECTION 3.03. NOTICE BY MAIL.** The City Manager or such person's designee shall, at the time and in the manner specified by statute, provide first class mailed notice of the public hearing authorized by Section 3.01 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll. The mailed notice shall be in substantially the form attached hereto as Appendix C.

**ARTICLE IV  
GENERAL PROVISIONS**

**SECTION 4.01. SEVERABILITY.** The provisions of this Nuisance Abatement Initial Assessment Resolution are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Nuisance Abatement Initial Assessment Resolution shall not be affected thereby.

**SECTION 4.02. CONFLICTS.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 4.03. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 18<sup>th</sup> day of July 2023.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

Attachments: Appendix A - List of Specific Properties to be Assessed  
Appendix B - Form of Notice to be Published  
Appendix C - Form of Notice to be Mailed

<b>Parcel I.D.</b>	<b>Property Owner's Name</b>	<b>Property Address</b>	<b>Invoice Amt.</b>	<b>Violation</b>
07-11-31-7012-00150-0450	Hermie D & Rosario V Bautista	54 Bainbridge Lane	\$400.00	PUBLIC NUISANCE
07-11-31-7012-00120-0520	Fariha Raza	22 Ballenger Lane	\$350.00	PUBLIC NUISANCE
07-11-31-7012-00120-0520	Fariha Raza	22 Ballenger Lane	\$340.00	PUBLIC NUISANCE
07-11-31-7012-00120-0550	John & Mary Poupouridis	16 Ballenger Lane	\$1,000.00	PUBLIC NUISANCE
07-11-31-7012-00180-0580	Dru Alan Pfeiffer & Carl E Pfeiffer Et Al	54 Barkley Lane	\$325.00	PUBLIC NUISANCE
07-11-31-7012-00180-0230	Esther L Ogradnik & Barbara Salas	17 Barkwood Lane	\$300.00	PUBLIC NUISANCE
07-11-31-7012-00180-0230	Esther L Ogradnik & Barbara Salas	17 Barkwood Lane	\$300.00	PUBLIC NUISANCE
07-11-31-7012-00030-0750	Gayle A Ekberg	142 Bayside Drive	\$165.00	PUBLIC NUISANCE
07-11-31-7012-00050-0490	Henry Jr & Juliana W Yin c/o Mildred Patrick	69 Bayside Drive	\$200.00	PUBLIC NUISANCE
07-11-31-7012-00050-0490	Henry Jr & Juliana W Yin c/o Mildred Patrick	69 Bayside Drive	\$500.00	PUBLIC NUISANCE
07-11-31-7011-00090-0310	Alexander Andrew Fattorini	118 Beachway Drive	\$350.00	PUBLIC NUISANCE
07-11-31-7011-00090-0010	Jose & Carmen Rodriguez	99 Beaverdam Lane	\$450.00	PUBLIC NUISANCE
07-11-31-7011-00090-0010	Jose & Carmen Rodriguez	99 Beaverdam Lane	\$400.00	PUBLIC NUISANCE
07-11-31-7011-00070-0410	Olsksiy Pawlychko	64 Beckner Lane	\$250.00	PUBLIC NUISANCE
07-11-31-7011-00080-0120	Kandace Hansen	55 Beckner Lane	\$300.00	PUBLIC NUISANCE
07-11-31-7011-00080-0120	Kandace Hansen	55 Beckner Lane	\$800.00	PUBLIC NUISANCE
07-11-31-7011-00080-0120	Kandace Hansen	55 Beckner Lane	\$300.00	PUBLIC NUISANCE
07-11-31-7011-00060-0310	Willis B & Emma D Wilson c/o Carolyn Maxwell	65 Belleaire Drive	\$165.00	PUBLIC NUISANCE
07-11-31-7011-00060-0310	Willis B & Emma D Wilson c/o Carolyn Maxwell	65 Belleaire Drive	\$165.00	PUBLIC NUISANCE
07-11-31-7011-00030-0580	Tomas & Minerva Aguiar	68 Belvedere Lane	\$575.00	PUBLIC NUISANCE
07-11-31-7011-00030-0590	Tomas & Minerva Aguiar	72 Belvedere Lane	\$250.00	PUBLIC NUISANCE
07-11-31-7011-00030-0690	Horst & Claudia D Schroeder	100 Belvedere Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7035-01250-0030	Fyr Sfr Borrower LLC c/o Havenbrook Homes	10 Biddleston Place	\$165.00	PUBLIC NUISANCE
07-11-31-7035-01250-0030	Fyr Sfr Borrower LLC c/o Havenbrook Homes	10 Biddleston Place	\$165.00	PUBLIC NUISANCE
07-11-31-7035-01250-0030	Fyr Sfr Borrower LLC c/o Havenbrook Homes	10 Biddleston Place	\$165.00	PUBLIC NUISANCE
07-11-31-7035-01250-0030	Fyr Sfr Borrower LLC c/o Havenbrook Homes	10 Biddleston Place	\$165.00	PUBLIC NUISANCE
07-11-31-7035-01400-0090	Rosalie S Coco	2 Biltvue Place	\$650.00	PUBLIC NUISANCE
07-11-31-7035-01400-0090	Rosalie S Coco	2 Biltvue Place	\$200.00	PUBLIC NUISANCE
07-11-31-7035-01540-0060	Elzbieta Majewska & Krzysztof Majewski	32 Birchbark Lane	\$600.00	PUBLIC NUISANCE
07-11-31-7035-01600-0180	Savitrie Heerasingh	35 Birchshire Lane	\$300.00	PUBLIC NUISANCE
07-11-31-7035-01600-0180	Savitrie Heerasingh	35 Birchshire Lane	\$300.00	PUBLIC NUISANCE
07-11-31-7035-RP0S4-0000	MPC Lots LLC	Right of 211 Birchwood Drive	\$250.00	PUBLIC NUISANCE
07-11-31-7035-01180-0090	Adams Homes Of Northwest Florida Inc	244 Bird of Paradise Drive	\$300.00	PUBLIC NUISANCE
07-11-31-7081-00120-0100	Jeanne L Stanley	43 Blaine Drive	\$300.00	PUBLIC NUISANCE
07-11-31-7081-00230-0170	Doris L Wanamaker c/o Sarah Wanamaker	48 Blakemore Dr	\$165.00	PUBLIC NUISANCE
07-11-31-7081-00230-0170	Doris L Wanamaker c/o Sarah Wanamaker	48 Blakemore Dr	\$165.00	PUBLIC NUISANCE
07-11-31-7081-00230-0170	Doris L Wanamaker c/o Sarah Wanamaker	48 Blakemore Dr	\$165.00	PUBLIC NUISANCE
07-11-31-7081-00230-0170	Doris L Wanamaker c/o Sarah Wanamaker	48 Blakemore Dr	\$165.00	PUBLIC NUISANCE
07-11-31-7081-00230-0170	Doris L Wanamaker c/o Sarah Wanamaker	48 Blakemore Dr	\$165.00	PUBLIC NUISANCE
07-11-31-7081-00230-0170	Doris L Wanamaker c/o Sarah Wanamaker	48 Blakemore Dr	\$165.00	PUBLIC NUISANCE
07-11-31-7081-RP0F1-0000	MPC Lots LLC	Rear of 133 Blare Castle Drive	\$600.00	PUBLIC NUISANCE
07-11-31-7081-RP0D1-0000	MPC Lots LLC	Rear of 57 Blare Drive	\$300.00	PUBLIC NUISANCE
07-11-31-7017-00010-0690	Leslie Graff	167 Boulder Rock Drive	\$250.00	PUBLIC NUISANCE

07-11-31-7017-00010-0690	Leslie Graff	167 Boulder Rock Drive	\$550.00	PUBLIC NUISANCE
07-11-31-7013-00110-0180	Christina Rose Fredricks	30 Brice Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7013-00250-0020	Wjhfl LLC	85 Bronson Lane	\$250.00	PUBLIC NUISANCE
07-11-31-7013-00230-0080	Morris R Payne & Shirley W Payne	65 Brooklyn Lane	\$900.00	PUBLIC NUISANCE
07-11-31-7035-00970-0340	Valerii Eli	25 Bud Shire Lane	\$350.00	PUBLIC NUISANCE
07-11-31-7035-00970-0340	Valerii Eli	25 Bud Shire Lane	\$700.00	PUBLIC NUISANCE
07-11-31-7035-00930-0230	Joao C Paisnunes	20 Buffalo Bill Drive	\$600.00	PUBLIC NUISANCE
07-11-31-7035-00700-0180	Helen Mimi Lee	104 Burbank Drive	\$300.00	PUBLIC NUISANCE
07-11-31-7035-00290-0020	Albert Dos Santos & Mistral Dos Santos	62 Burnell Drive	\$300.00	PUBLIC NUISANCE
07-11-31-7035-00150-0060	Thomas Edward Crook	50 Burning Bush Drive	\$250.00	PUBLIC NUISANCE
07-11-31-7035-00160-0150	Glenn A Davis	66 Burning Bush Drive	\$350.00	PUBLIC NUISANCE
07-11-31-7035-00150-0230	Robert Qureshi	1 Burning Bush Place	\$800.00	PUBLIC NUISANCE
07-11-31-7035-00110-0010	Irina Tsilko & Valeriy Tsilko Jtwros	42 Burning Sands Lane	\$600.00	PUBLIC NUISANCE
07-11-31-7035-00110-0010	Irina Tsilko & Valeriy Tsilko Jtwros	42 Burning Sands Lane	\$170.00	PUBLIC NUISANCE
07-11-31-7035-RP0E3-0000	MPC Lots LLC	Rear Of 122 Burroughs Drive	\$450.00	PUBLIC NUISANCE
07-11-31-7035-00410-0190	Carl M & Donna M Hynden	40 Buttermilk Drive	\$350.00	PUBLIC NUISANCE
07-11-31-7003-00120-0050	Mdm House Flipping LLC	10 Coral Reef Court South	\$165.00	PUBLIC NUISANCE
07-11-31-7034-00350-0310	Mirafzal Isnev	27 Eastgate Lane	\$300.00	PUBLIC NUISANCE
07-11-31-7034-00240-0090	William J Mcadams & Marion R Mcadams	61 Eastwood Drive	\$600.00	PUBLIC NUISANCE
07-11-31-7034-00370-0130	Dr Patricia Sonza	16 Eastwood Drive	\$350.00	PUBLIC NUISANCE
07-11-31-7034-01210-0070	Nitin K Poonawala	23 Edgemont Lane	\$600.00	PUBLIC NUISANCE
07-11-31-7034-01210-0070	Nitin K Poonawala	23 Edgemont Lane	\$270.00	PUBLIC NUISANCE
07-11-31-7034-01220-0020	Raoul Saltiel	5 Edmond Place	\$825.00	PUBLIC NUISANCE
07-11-31-7034-00710-0090	Aurora N Ramos	17 Egan Drive	\$600.00	PUBLIC NUISANCE
07-11-31-7034-00570-0040	John T & Ann K Oconnor	2 Elder Pl	\$165.00	PUBLIC NUISANCE
07-11-31-7034-00570-0040	John T & Ann K Oconnor	2 Elder Pl	\$365.00	PUBLIC NUISANCE
07-11-31-7034-00630-0030	Katherine Vazquez & Steven Kleppin Jr. & Elizabeth Flintoff	5 Ellington Drive	\$165.00	PUBLIC NUISANCE
07-11-31-7034-00580-0120	Domingo Vicente & Constanza Rivera	13 Ellison Lane	\$270.00	PUBLIC NUISANCE
07-11-31-7034-00070-0040	Rezart Daragiati	15 Emmons Lane	\$250.00	PUBLIC NUISANCE
07-11-31-7034-00050-0170	Peggy Aleem	14 Empire Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7034-00060-0030	Urszula J Hendrickson	13 Empire Lane	\$270.00	PUBLIC NUISANCE
07-11-31-7034-00500-0020	Mieczyslaw Silwowski	19 Essex Lane	\$270.00	PUBLIC NUISANCE
07-11-31-7034-RP0F3-0000	MPC Lots LLC	Rear of 8 Essex Place	\$350.00	PUBLIC NUISANCE
07-11-31-7034-00980-0020	Rowyna Bohlen	4 Evansmill Place	\$900.00	PUBLIC NUISANCE
07-11-31-7009-00310-0010	Donna A Richardson & Dwight Comedy	16 Fallen Oak Lane	\$5,390.00	PUBLIC NUISANCE
07-11-31-7009-00090-0190	Sarah Brannigan	5 Farson Place	\$450.00	PUBLIC NUISANCE
07-11-31-7009-00320-0080	Marcelo Goncalves Tenorio & Kelli Lima	83 Fellowship Drive	\$600.00	PUBLIC NUISANCE
07-11-31-7009-00360-0120	Irina Tsilko & Valeriy Tsilko Jtwros	24 Fenhill Lane	\$250.00	PUBLIC NUISANCE
07-11-31-7009-00320-0220	Widdi Family Trust	116 Fenimore Lane	\$400.00	PUBLIC NUISANCE
07-11-31-7009-00330-0180	Casimiro Sarrico	29 Fenwick Lane	\$63.00	PUBLIC NUISANCE
07-11-31-7010-00020-0310	Mikaela Camryn Rosa & Alexia Vanessa Merone Jtwros	81 Ferndale Lane	\$440.00	PUBLIC NUISANCE
07-11-31-7002-00060-0040	John C Schmitt & Gypsy Longoria	4 Fernham Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7002-00060-0040	John C Schmitt & Gypsy Longoria	4 Fernham Lane	\$165.00	PUBLIC NUISANCE

07-11-31-7002-00060-0040	John C Schmitt & Gypsy Longoria	4 Fernham Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7010-00030-0010	William R Stribling Estate c/o Law Office of Frank M Williams LLC	39 Fernon Lane	\$350.00	PUBLIC NUISANCE
07-11-31-7001-00130-0100	Joy Ellen Lebird	14 Fillmore Ln	\$165.00	PUBLIC NUISANCE
07-11-31-7001-00130-0100	Joy Ellen Lebird	14 Fillmore Ln	\$165.00	PUBLIC NUISANCE
07-11-31-7001-00130-0100	Joy Ellen Lebird	14 Fillmore Ln	\$165.00	PUBLIC NUISANCE
07-11-31-7007-00070-0170	Rupert J & Catherine A Leslie	39 Fleetwood Drive	\$165.00	PUBLIC NUISANCE
07-11-31-7007-00090-0120	Emelda Dinopol & Cornelia Mariano Jtwros	50 Fortune Lane	\$350.00	PUBLIC NUISANCE
07-11-31-7007-00100-0100	Rita M Carralero	88 Foster Lane	\$725.00	PUBLIC NUISANCE
07-11-31-7007-00150-0490	Maronda Homes LLC	15 Foster Lane	\$250.00	PUBLIC NUISANCE
07-11-31-7007-00030-0520	Celeste Freitas	68 Foxhall Lane	\$300.00	PUBLIC NUISANCE
07-11-31-7007-00050-0180	Shoshana Kroner	109 Foxhall Lane	\$270.00	PUBLIC NUISANCE
07-11-31-7065-00030-0120	Teresa Tipton, Tracey D Lawler, Russell T Lawler, & Robert T Lawler	7 Kaffir Lily Place	\$165.00	PUBLIC NUISANCE
24-12-31-4140-00T40-0000	Oare Associates LLC C/O Shuffield, Lowman & Wilson, P.A.	11 Kainite Court	\$350.00	PUBLIC NUISANCE
24-12-30-0650-000A0-0010	Oare Associates LLC C/O Shuffield, Lowman & Wilson, P.A.	Rear Of 8 Kale Court	\$350.00	PUBLIC NUISANCE
07-11-31-7065-00550-0130	Maria Esposito	38 Karas Trail	\$270.00	PUBLIC NUISANCE
07-11-31-7065-00130-0100	Diosdado Maracha	15 Kasbah Place	\$350.00	PUBLIC NUISANCE
07-11-31-7065-00150-0140	Virginia M Studer & John P Nieves Jtwros	11 Kashgar Court	\$600.00	PUBLIC NUISANCE
07-11-31-7065-00130-0050	Hassan Sayed Hassan	39 Kashmir Trail	\$500.00	PUBLIC NUISANCE
07-11-31-7065-00150-0050	Linnell Marjorie Abbott	20 Kashmir Trail	\$450.00	PUBLIC NUISANCE
07-11-31-7065-00370-0090	Kashif & Saira Kashif Shamsi	9 Katrina Place	\$450.00	PUBLIC NUISANCE
07-11-31-7064-00270-0040	SW Property Holdings LLC	Right of 51 Laguna Forest Trail	\$250.00	PUBLIC NUISANCE
07-11-31-7064-00340-0010	Sg Flagler Holdings LLC	45 Laguna Forest Trail	\$250.00	PUBLIC NUISANCE
07-11-31-7037-00290-0400	Georgia Korelis & Dominick Graziano	24 LaMancha Drive	\$250.00	PUBLIC NUISANCE
07-11-31-7037-RP0U1-0000	MPC Lots LLC	Rear of 54 Lema Lane	\$250.00	PUBLIC NUISANCE
07-11-31-7037-00630-0010	Herman Lopez	54 Lindsay Drive	\$440.00	PUBLIC NUISANCE
07-11-31-7037-00740-0430	Michael E Nastus	90 Lindsay Drive	\$350.00	PUBLIC NUISANCE
07-11-31-7064-00110-0060	Southern Impression Homes LLC	52 Llama Trail	\$300.00	PUBLIC NUISANCE
07-11-31-7064-00200-0120	SW Property Holdings LLC	Right of 8 Lloleeta Path	\$250.00	PUBLIC NUISANCE
07-11-31-7064-00220-0160	Francis A Jr & Gail F Kelly	24 Lloyd Trail	\$250.00	PUBLIC NUISANCE
07-11-31-7064-00220-0170	Francis A Jr & Gail F Kelly	26 Lloyd Trail	\$250.00	PUBLIC NUISANCE
07-11-31-7064-00220-0170	Francis A Jr & Gail F Kelly	26 Lloyd Trail	\$175.00	PUBLIC NUISANCE
07-11-31-7064-00220-0170	Francis A Jr & Gail F Kelly	26 Lloyd Trail	\$400.00	PUBLIC NUISANCE
07-11-31-7037-01060-0300	Abuelgasim M Ahmed	29 London Drive	\$300.00	PUBLIC NUISANCE
07-11-31-7037-01060-0300	Abuelgasim M Ahmed	29 London Drive	\$150.00	PUBLIC NUISANCE
07-11-31-7037-01240-0030	Ggh 7 LLC	2 Longview Lane	\$400.00	PUBLIC NUISANCE
07-11-31-7037-01040-0300	Ying Huang	34 Louisiana Drive	\$450.00	PUBLIC NUISANCE
07-11-31-7037-01020-0150	Kashif Shams & Saira Kashif Shamsi	26 Louvet Lane	\$270.00	PUBLIC NUISANCE
07-11-31-7037-00080-0150	Wjhfl LLC DbA Wjh LLC	42 Ludlow Lane E	\$250.00	PUBLIC NUISANCE
07-11-31-7037-00200-0140	Dennis P& Eva Palmer, Trustees	3 Lytton Lane	\$400.00	PUBLIC NUISANCE
07-11-31-7025-00740-0070	Charles R Ballard Life Estate	101 Palmwood Dr	\$165.00	PUBLIC NUISANCE
07-11-31-7025-00560-0260	Edmund F Swords Jr	88 Panorama Dr	\$165.00	PUBLIC NUISANCE
07-11-31-7025-00470-0060	Crystal Mangal-Singh & Nelicia Mangal-Singh	56 Parkway Drive	\$250.00	PUBLIC NUISANCE
07-11-31-7025-00090-0010	Oleg Spektorov	2 Pebble Wood Lane	\$350.00	PUBLIC NUISANCE



07-11-31-7025-00290-0110	Fkh Sfr L Lp	142 Pepperdine Dr	\$165.00	PUBLIC NUISANCE
07-11-31-7025-00140-0190	Theresa Atkins	54 Perkins Lane	\$250.00	PUBLIC NUISANCE
07-11-31-7025-00140-0340	Oleg Rubenov	2 Perkins Lane	\$350.00	PUBLIC NUISANCE
07-11-31-7025-00130-0170	Nirooch Suebsanguan	46 Pershing Lane	\$800.00	PUBLIC NUISANCE
07-11-31-7025-RP0J0-0000	Mpc Lots LLC	Rear Of 40 Perthshire Lane	\$350.00	PUBLIC NUISANCE
07-11-31-7028-00030-0070	Ana Marin Beatriz Life Estate	13 Phoenix Lane	\$200.00	PUBLIC NUISANCE
07-11-31-7026-00480-0130	Pedro A Redondo & Martha E Redondo	25 Piermount Lane	\$300.00	PUBLIC NUISANCE
07-11-31-7026-00160-0150	Raissa Sanatolina	3 Pine Circle Drive	\$500.00	PUBLIC NUISANCE
07-11-31-7026-00160-0150	Raissa Sanatolina	3 Pine Circle Drive	\$170.00	PUBLIC NUISANCE
07-11-31-7026-00280-0300	Peggy Spetsieri	215 Pine Grove Drive	\$250.00	PUBLIC NUISANCE
07-11-31-7026-00650-0420	Bejai Inder Sahai Srivastava & Anneliese Srivastava	41 Pinwheel Lane	\$270.00	PUBLIC NUISANCE
07-11-31-7026-00720-0230	Soundview Pc Inc	12 Pittwick Lane	\$300.00	PUBLIC NUISANCE
07-11-31-7025-00030-0270	Big Floor LLC	2 Pleasant Lane	\$350.00	PUBLIC NUISANCE
07-11-31-7025-00030-0270	Big Floor LLC	2 Pleasant Lane	\$170.00	PUBLIC NUISANCE
07-11-31-7028-00730-0380	Leokadia Rapczynska	10 Poindexter Lane	\$270.00	PUBLIC NUISANCE
07-11-31-7028-00690-0100	Samuel Eliezer & Nineta Eliezer	11 Poinfield Place	\$600.00	PUBLIC NUISANCE
07-11-31-7028-00690-0100	Samuel Eliezer & Nineta Eliezer	11 Poinfield Place	\$170.00	PUBLIC NUISANCE
07-11-31-7028-00310-0130	Bernadette Fumarola	45 Point Pleasant Drive	\$1,500.00	PUBLIC NUISANCE
07-11-31-7028-00310-0130	Bernadette Fumarola	45 Point Pleasant Drive	\$400.00	PUBLIC NUISANCE
07-11-31-7028-00180-0090	Mikhail Perpechkin & Svetlana Perpechkin Jtwros	18 Ponce Deleon Drive	\$270.00	PUBLIC NUISANCE
07-11-31-7028-00130-0100	Yao Hua Kung & Jiar Ming Kung	16 Pontiac Lane	\$250.00	PUBLIC NUISANCE
07-11-31-7028-00100-0070	Pony Express Drive LLC	93 Pony Express Drive	\$250.00	PUBLIC NUISANCE
07-11-31-7028-RP0H1-0000	MPC Lots LLC	Right of 3 Porcelli Place	\$350.00	PUBLIC NUISANCE
07-11-31-7028-00560-0140	Virbala Chokshi & Yogendra Chokshi	30 Porcupine Drive	\$450.00	PUBLIC NUISANCE
07-11-31-7028-00590-0200	Sfr Jv-2 Ntl Borrower LLC	79 Porcupine Drive	\$165.00	PUBLIC NUISANCE
07-11-31-7028-00590-0110	Natalya Lurie	15 Porwyn Lane	\$350.00	PUBLIC NUISANCE
07-11-31-7028-00590-0110	Natalya Lurie	15 Porwyn Lane	\$150.00	PUBLIC NUISANCE
07-11-31-7028-00620-0090	Lgi Homes-Florida LLC	19 Post Oak Lane	\$270.00	PUBLIC NUISANCE
07-11-31-7028-00320-0430	21 Postman Ln Land Trust	21 Postman Lane	\$350.00	PUBLIC NUISANCE
07-11-31-7028-00200-0300	Wjhfl LLC dba Wjh LLC	25 Potterville Lane	\$400.00	PUBLIC NUISANCE
07-11-31-7028-00290-0240	Lulu Ongo	20 Powder Horn Drive	\$300.00	PUBLIC NUISANCE
07-11-31-7024-00460-0080	John Byron & Gregory A Christoforidis	4 Prager Place	\$300.00	PUBLIC NUISANCE
07-11-31-7024-00450-0120	Dmitry & Ines Sapir	21 Prairie Lane	\$400.00	PUBLIC NUISANCE
07-11-31-7024-00480-0250	Kim Wharan	2 Pratt Place	\$270.00	PUBLIC NUISANCE
07-11-31-7024-00290-0110	John C & Kathleen Klein	61 Price Lane	\$350.00	PUBLIC NUISANCE
07-11-31-7024-00290-0130	Inb Fund 1 LLC	57 Price Lane	\$350.00	PUBLIC NUISANCE
07-11-31-7024-00290-0130	Inb Fund 1 LLC	57 Price Lane	\$340.00	PUBLIC NUISANCE
07-11-31-7024-00310-0020	George J & Gloria M Rice	15 Price Lane	\$850.00	PUBLIC NUISANCE
07-11-31-7024-00150-0260	Robert J Raffaele Sr & Norma S Raffaele Trustees	1 Prince John Lane	\$270.00	PUBLIC NUISANCE
07-11-31-7024-00060-0200	Alex Kothoor Attn: Vinisha Kothoor	12 Princess Luise Lane	\$270.00	PUBLIC NUISANCE
07-11-31-7024-00460-0030	Antonio Dyogo Genuca Carneiro, c/o Grit Ellis	111 Pritchard Drive	\$300.00	PUBLIC NUISANCE
07-11-31-7024-00500-0110	Narona LLC	8 Promenade Place	\$165.00	PUBLIC NUISANCE
07-11-31-7024-00500-0110	Narona LLC	8 Promenade Place	\$300.00	PUBLIC NUISANCE

07-11-31-7030-00310-0080	Seagate Homes LLC	11 Radford Lane	\$270.00	PUBLIC NUISANCE
07-11-31-7030-00300-0070	Wjhfl LLC DbA Wjh LLC	13 Radium Lane	\$270.00	PUBLIC NUISANCE
07-11-31-7030-00300-0070	Wjhfl LLC DbA Wjh LLC	13 Radium Lane	\$250.00	PUBLIC NUISANCE
07-11-31-7030-00110-0020	Ransom L Brown, Ethel P Brown & Ranson L Brown Jr	18 Raeitan Way	\$350.00	PUBLIC NUISANCE
07-11-31-7030-00010-0050	Jose Gutama	9 Raemoor Drive	\$1,350.00	PUBLIC NUISANCE
07-11-31-7030-00060-0180	Equity Trust CO Fbo Kim Weagley Ira	36 Raemoor Drive	\$300.00	PUBLIC NUISANCE
07-11-31-7030-00130-0010	Usha Uchhana	13 Rainbrook Drive	\$270.00	PUBLIC NUISANCE
07-11-31-7030-00790-0170	Kurt Erwin & Luise Rosa Seger	11 Ramshorn Place	\$270.00	PUBLIC NUISANCE
07-11-31-7030-00600-0020	Wjhfl LLC dba Wjh LLC	9 Ranbay Place	\$350.00	PUBLIC NUISANCE
07-11-31-7030-00640-0070	William Bennett	2 Ranber Place	\$350.00	PUBLIC NUISANCE
07-11-31-7030-00640-0070	William Bennett	2 Ranber Place	\$200.00	PUBLIC NUISANCE
07-11-31-7033-00190-0010	Dlp Land Holdings LLC	52 Regency Drive	\$150.00	PUBLIC NUISANCE
07-11-31-7033-00060-0070	Resner Dennis Bridges	55 Reidsville Drive	\$250.00	PUBLIC NUISANCE
07-11-31-7033-00020-0030	Clare E. Pinnock	14 Reine Place	\$440.00	PUBLIC NUISANCE
07-11-31-7033-00480-0270	Maicon Morais Costa	17 Renn Lane	\$250.00	PUBLIC NUISANCE
07-11-31-7033-00480-0270	Maicon Morais Costa	17 Renn Lane	\$200.00	PUBLIC NUISANCE
07-11-31-7033-00480-0270	Maicon Morais Costa	17 Renn Lane	\$350.00	PUBLIC NUISANCE
07-11-31-7033-00400-0110	Silvio E Iglesias & Alina Iglesias	34 Renworth Lane	\$500.00	PUBLIC NUISANCE
07-11-31-7031-00370-0110	Alina Bengio	16 Richfield Lane	\$440.00	PUBLIC NUISANCE
07-11-31-7031-00390-0070	Ervin L & Anna L Johnson	13 Richland Lane	\$270.00	PUBLIC NUISANCE
07-11-31-7031-00410-0050	Joseph T & Margaret E Marcozzi Trustees	45 Richmond Drive	\$250.00	PUBLIC NUISANCE
07-11-31-7031-00020-0070	Sg Flagler Holdings LLC	91 Rickenbacker Drive	\$500.00	PUBLIC NUISANCE
07-11-31-7031-00260-0050	Woodrow & Hayden Coleman, c/o Herbert W Coleman	50 Rickenbacker Drive	\$440.00	PUBLIC NUISANCE
07-11-31-7031-00260-0100	Dina Georgiyevna Kalmykova & Sergey Semenovich Kalmykov	5 Ricker Place	\$270.00	PUBLIC NUISANCE
07-11-31-7031-00020-0140	Boris Chernousov	14 Ripcord Lane	\$850.00	PUBLIC NUISANCE
07-11-31-7031-00070-0010	Jan & Barbara Lewczuk	15 Rippling Brook Drive	\$325.00	PUBLIC NUISANCE
07-11-31-7031-00550-0250	Marta Lima	49 Rivera Lane	\$600.00	PUBLIC NUISANCE
07-11-31-7031-00640-0160	Costa Lashley & Phyllis Washington	18 Riverview Dr	\$165.00	PUBLIC NUISANCE
07-11-31-7031-00640-0160	Costa Lashley & Phyllis Washington	18 Riverview Dr	\$165.00	PUBLIC NUISANCE
07-11-31-7031-00640-0160	Costa Lashley & Phyllis Washington	18 Riverview Dr	\$165.00	PUBLIC NUISANCE
07-11-31-7031-00640-0240	Emilio V & Benita Cepero	2 Riverview Dr	\$350.00	PUBLIC NUISANCE
07-11-31-7031-00550-0470	Alfredo A & Nenz A Galvan	10 Riviere Lane	\$300.00	PUBLIC NUISANCE
07-11-31-7032-00860-0020	Ludmila Anvaer	9 Robin Place	\$440.00	PUBLIC NUISANCE
07-11-31-7032-00660-0150	Hasan Hardan	46 Rocking Horse Drive	\$270.00	PUBLIC NUISANCE
07-11-31-7032-00660-0150	Hasan Hardan	46 Rocking Horse Drive	\$450.00	PUBLIC NUISANCE
07-11-31-7032-00700-0140	Fermina Egued & Monica Egued	27 Rockwell Lane	\$270.00	PUBLIC NUISANCE
07-11-31-7032-00820-0130	Dereks Sells & Jordan A Malik Sells	42 Rolling Fern Drive	\$350.00	PUBLIC NUISANCE
07-11-31-7032-00010-0030	Evelyn Gharavi	160 Rolling Sands Drive	\$440.00	PUBLIC NUISANCE
07-11-31-7032-00650-0090	Miguel A Alberto-Rodriguez & Carmen M Martinez-Diaz	5 Rolling Sands Drive	\$200.00	PUBLIC NUISANCE
07-11-31-7032-00320-0040	Dlp Land Holdings LLC	2 Rosalie Place	\$350.00	PUBLIC NUISANCE
07-11-31-7032-00330-0170	Pierre & Gladisse Theodore	6 Rosepetal Lane	\$440.00	PUBLIC NUISANCE
07-11-31-7032-00500-0350	Janet Athos	33 Roxanne Lane	\$270.00	PUBLIC NUISANCE
07-11-31-7032-00380-0150	Julia Volnov Trustee	5 Russkin Lane	\$250.00	PUBLIC NUISANCE

07-11-31-7032-00380-0270	Larisa Konchenko	29 Russkin Lane	\$400.00	PUBLIC NUISANCE
07-11-31-7032-00400-0140	One Third Construction LLC	10 Russman Lane	\$450.00	PUBLIC NUISANCE
07-11-31-7029-00210-0070	Roland Suarez Jr & Ofelia Suarez	71 Ryan Drive	\$300.00	PUBLIC NUISANCE
07-11-31-7029-00330-0220	Irene Zucker	115 Ryan Drive	\$270.00	PUBLIC NUISANCE
07-11-31-7029-00410-0310	Arturo M Pagsuyoin & Paciencia E Pagsuyoin	12 Rybark Lane	\$300.00	PUBLIC NUISANCE
07-11-31-7029-00420-0160	Adriana Mendez	31 Rybark Lane	\$350.00	PUBLIC NUISANCE
07-11-31-7029-00450-0020	Joan De Castro	8 Rybell Place	\$250.00	PUBLIC NUISANCE
07-11-31-7029-00390-0390	Brian Matthew Gruber	77 Ryberry Drive	\$600.00	PUBLIC NUISANCE
07-11-31-7029-00400-0060	Wjhfl LLC DbA Wjh LLC	12 Ryberry Drive	\$1,500.00	PUBLIC NUISANCE
07-11-31-7029-00400-0060	Wjhfl LLC DbA Wjh LLC	12 Ryberry Drive	\$600.00	PUBLIC NUISANCE
07-11-31-7029-00380-0070	Greentek Inc	2 Ryder Drive	\$350.00	PUBLIC NUISANCE
07-11-31-7029-00220-0130	Luis A Arboleda & Maria J Arboleda C/O Ray Murgueytio	1 Ryley Lane	\$500.00	PUBLIC NUISANCE
07-11-31-7059-00340-0190	Opendoor Property C LLC	40 Sea Front Trail	\$250.00	PUBLIC NUISANCE
07-11-31-7059-00350-0080	Nelchris Properties LLC	55 Sea Front Trail	\$440.00	PUBLIC NUISANCE
07-11-31-7059-00850-0030	Kalliope Flaskos	15 Sea Garden Path	\$250.00	PUBLIC NUISANCE
07-11-31-7059-00130-0070	Cheng Hai Tan & Anita Oranga	29 Sea Shark Path	\$300.00	PUBLIC NUISANCE
07-11-31-7059-00130-0070	Cheng Hai Tan & Anita Oranga	29 Sea Shark Path	\$150.00	PUBLIC NUISANCE
07-11-31-7059-00060-0030	Seagate Homes LLC	5 Sea Trail	\$300.00	PUBLIC NUISANCE
07-11-31-7059-00170-0060	Matthew Mark & Gabriele Marie Oden	43 Sea Trail	\$250.00	PUBLIC NUISANCE
07-11-31-7059-00910-0050	Angelo Fabbri	3 Seabury Place	\$270.00	PUBLIC NUISANCE
07-11-31-7059-00330-0060	Andressa Arendartchuk	16 Seafaring Path	\$500.00	PUBLIC NUISANCE
07-11-31-7059-00330-0060	Andressa Arendartchuk	16 Seafaring Path	\$250.00	PUBLIC NUISANCE
07-11-31-7059-00330-0060	Andressa Arendartchuk	16 Seafaring Path	\$150.00	PUBLIC NUISANCE
07-11-31-7059-00360-0080	Benoit J Jr & Maureen J Brodeur	1 Seaford Place	\$270.00	PUBLIC NUISANCE
07-11-31-7059-00430-0030	Javan N Jones	6 Seamanship Trail	\$250.00	PUBLIC NUISANCE
07-11-31-7059-00060-0170	Aleksandr Gapanovich	7 Season Place	\$200.00	PUBLIC NUISANCE
07-11-31-7059-00240-0300	Valeriy V Seryy & Olga G Seraya	5 Seathorn Path	\$400.00	PUBLIC NUISANCE
07-11-31-7059-00250-0050	Dlp Land Holdings I LLC	40 Seathorn Path	\$270.00	PUBLIC NUISANCE
07-11-31-7059-00260-0210	Brett M. Fausey	2 Seathorn Path	\$150.00	PUBLIC NUISANCE
07-11-31-7059-00230-0210	Yevgeniy Bogoslov & Yana Bogoslov Jtwros	37 Seaton Valley Path	\$340.00	PUBLIC NUISANCE
07-11-31-7059-00230-0210	Yevgeniy Bogoslov & Yana Bogoslov Jtwros	37 Seaton Valley Path	\$300.00	PUBLIC NUISANCE
07-11-31-7059-00200-0150	Clemente & Jessica Tullio	42 Seattle Trail	\$300.00	PUBLIC NUISANCE
07-11-31-7058-00750-0050	Hsin & Ai-Tsung Yang	15 Second Path	\$250.00	PUBLIC NUISANCE
07-11-31-7058-00790-0040	Brian Murray, Kurt Murray, Jonathan Murray	8 Second Path	\$250.00	PUBLIC NUISANCE
07-11-31-7058-00490-0030	Etc Custodian Fbo Kim Weagley Ira	67 Sedgwick Trail	\$300.00	PUBLIC NUISANCE
07-11-31-7058-00620-0080	Noble C Williams & Jenny P Lofton	1 Selkirk Place	\$350.00	PUBLIC NUISANCE
07-11-31-7058-00560-0130	Sue-Jane Huang	75 Selma Trail	\$200.00	PUBLIC NUISANCE
07-11-31-7058-00010-0040	Eva Eilat Sherizly	40 Seneca Path	\$250.00	PUBLIC NUISANCE
07-11-31-7058-00100-0010	SW Property Holdings LLC	Left Of 26 Seneca Path	\$450.00	PUBLIC NUISANCE
07-11-31-7058-00010-0030	Ashley Jean & Robert Carl Goetsch Jr.	60 Sentinel Trail	\$350.00	PUBLIC NUISANCE
07-11-31-7058-00280-0170	Tatyana Fedoseenko	15 Serenade Place	\$350.00	PUBLIC NUISANCE
07-11-31-7058-00400-0140	Hulda Palencare, c/o Robert A Wheeling	16 Seriema Place	\$500.00	PUBLIC NUISANCE
07-11-31-7058-00400-0140	Hulda Palencare, c/o Robert A Wheeling	16 Seriema Place	\$300.00	PUBLIC NUISANCE

07-11-31-7058-00400-0200	George & Vassiliki Theofanidis Trustees	4 Seriema Place	\$300.00	PUBLIC NUISANCE
07-11-31-7058-00330-0020	One Third Construction LLC	20 Service Tree Place	\$250.00	PUBLIC NUISANCE
07-11-31-7058-00210-0070	Olga Francis	21 Seven Wonders Trail	\$350.00	PUBLIC NUISANCE
07-11-31-7060-00230-0050	Angela Tran	6 Sligo Mill Court	\$250.00	PUBLIC NUISANCE
07-11-31-7060-00280-0140	SW Property Holdings LLC	37 Slocum Path	\$300.00	PUBLIC NUISANCE
07-11-31-7060-00260-0090	SW Property Holdings LLC	Right of 17 Sloganeer Trail	\$250.00	PUBLIC NUISANCE
07-11-31-7060-00270-0010	SW Property Holdings LLC	Left of 23 Sloganeer Trail	\$250.00	PUBLIC NUISANCE
07-11-31-7060-00030-0140	Dlp Land Holdings I LLC	67 Slumber Meadow Trail	\$800.00	PUBLIC NUISANCE
07-11-31-7059-00520-0140	Arturo Torres Trustee	91 Smith Trail	\$500.00	PUBLIC NUISANCE
07-11-31-7059-00600-0020	Huei-Huang Chiu & Cecilia Chung Hoa	14 Smith Trail	\$250.00	PUBLIC NUISANCE
07-11-31-7060-00450-0060	Nicholas Bull	7 Squash Blossom Court	\$300.00	PUBLIC NUISANCE
07-11-31-7060-00460-0220	Felicia Wright	4 Squash Blossom Trail	\$165.00	PUBLIC NUISANCE
07-11-31-7060-00460-0220	Felicia Wright	4 Squash Blossom Trail	\$165.00	PUBLIC NUISANCE
07-11-31-7060-00460-0220	Felicia Wright	4 Squash Blossom Trail	\$165.00	PUBLIC NUISANCE
07-11-31-7057-00830-0190	Seasmoke Properties Florida LLC	149 Ullian Trail	\$250.00	PUBLIC NUISANCE
07-11-31-7057-00830-0200	Jineane La Bate	153 Ullian Trail	\$250.00	PUBLIC NUISANCE
07-11-31-7057-00840-0080	Tadeusz Brzostowski	146 Ullian Trail	\$350.00	PUBLIC NUISANCE
07-11-31-7057-00870-0080	Antonio I & Gisela Creagh	59 Ullian Trail	\$300.00	PUBLIC NUISANCE
07-11-31-7057-00870-0100	Lillian R Baker Trustee	29 Ullman Place	\$300.00	PUBLIC NUISANCE
07-11-31-7057-00600-0150	Cristina Gantala	3 Undermount Path East	\$600.00	PUBLIC NUISANCE
07-11-31-7057-00600-0150	Cristina Gantala	3 Undermount Path East	\$170.00	PUBLIC NUISANCE
07-11-31-7057-00610-0160	Adams Homes of Northwest Florida Inc	58 Undershire Path	\$440.00	PUBLIC NUISANCE
07-11-31-7057-00420-0070	Dlp Land Holdings I LLC	3 Untermeyer Place	\$250.00	PUBLIC NUISANCE
07-11-31-7057-00420-0090	Southern Impression Homes LLC	9 Untermeyer Place	\$250.00	PUBLIC NUISANCE
07-11-31-7057-00420-0090	Southern Impression Homes LLC	9 Untermeyer Place	\$170.00	PUBLIC NUISANCE
07-11-31-7057-00420-0110	Huei-Mei Lien	15 Untermeyer Place	\$440.00	PUBLIC NUISANCE
07-11-31-7057-00360-0450	Veerasammy Perumal	7 Upland Place	\$600.00	PUBLIC NUISANCE
07-11-31-7057-00050-0190	Noel A Hutchinson c/o Simone Bascombe	29 Utrillo Place	\$400.00	PUBLIC NUISANCE
07-11-31-7019-00490-0050	Maria P Silva & William L Martin	6 Waterford Place	\$350.00	PUBLIC NUISANCE
07-11-31-7020-00070-0100	Myra J Cole	49 Webster Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7020-00070-0100	Myra J Cole	49 Webster Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7021-00180-0280	One Third Construction LLC	37 Wellford Lane	\$300.00	PUBLIC NUISANCE
07-11-31-7021-00190-0010	Elizabeth Britton	2 Wellford Lane	\$900.00	PUBLIC NUISANCE
07-11-31-7021-00040-0220	Wjhfl LLC D/B/A Wjh LLC	3 Wellhaven Place	\$725.00	PUBLIC NUISANCE
07-11-31-7021-00140-0350	Terry C & Deborah J Gannon	25 Wellside Lane	\$250.00	PUBLIC NUISANCE
07-11-31-7021-00200-0320	Lin Lin	48 Wellstone Drive	\$350.00	PUBLIC NUISANCE
07-11-31-7021-00200-0320	Lin Lin	48 Wellstone Drive	\$200.00	PUBLIC NUISANCE
07-11-31-7021-00040-0270	Raymond C Gasson	112 Wellwood Lane	\$250.00	PUBLIC NUISANCE
07-11-31-7021-00060-0070	Eugene T Dudkowski & Shirley D Dudkowski As Joint Tenants	36 Wendy Lane	\$350.00	PUBLIC NUISANCE
07-11-31-7022-00110-0020	Sigifredo Zapata	6 Westbury Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7022-00350-0080	James J & Mamie F Walker	55 Westfield Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7022-00350-0080	James J & Mamie F Walker	55 Westfield Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7022-00360-0250	Lori & Cliff Bohling	24 Westfield Lane	\$850.00	PUBLIC NUISANCE

07-11-31-7022-00360-0250	Lori & Cliff Bohling	24 Westfield Lane	\$500.00	PUBLIC NUISANCE
07-11-31-7022-00300-0170	Anthony Barry	7 Westmill Lane	\$350.00	PUBLIC NUISANCE
07-11-31-7022-00280-0250	Smp Property Holdings LLC	45 Westridge Lane	\$350.00	PUBLIC NUISANCE
07-11-31-7023-00010-0010	Lucila Ines Sidebottom	19 Whirlaway Drive	\$250.00	PUBLIC NUISANCE
07-11-31-7023-00290-0060	Sg Flagler Holdings LLC	14 White Birch Lane	\$850.00	PUBLIC NUISANCE
07-11-31-7023-00490-0190	Andrey Lapkin	17 White Dove Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7023-00500-0190	Deborah G Rivera	23 White Feather Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7023-00500-0190	Deborah G Rivera	23 White Feather Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7023-00500-0190	Deborah G Rivera	23 White Feather Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7023-00500-0190	Deborah G Rivera	23 White Feather Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7023-00500-0190	Deborah G Rivera	23 White Feather Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7023-00500-0190	Deborah G Rivera	23 White Feather Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7023-00500-0190	Deborah G Rivera	23 White Feather Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7023-00500-0190	Deborah G Rivera	23 White Feather Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7023-00500-0190	Deborah G Rivera	23 White Feather Lane	\$165.00	PUBLIC NUISANCE
07-11-31-7023-00380-0020	Diane M Nascimento & Robert J Nascimento Trustees	22 White Haven Lane	\$300.00	PUBLIC NUISANCE
07-11-31-7023-00400-0060	Slavik Minyaylo & Felix Epstein Jtwros	24 White Hurst Lane	\$300.00	PUBLIC NUISANCE
07-11-31-7023-00320-0120	Alexis I & Catherine E Kaznoff Trustees	3 White Stone Place	\$300.00	PUBLIC NUISANCE
07-11-31-7023-00510-0230	Lawrence J Pedapati & Deena L Pedapati	4 White Wing Place	\$150.00	PUBLIC NUISANCE
07-11-31-7023-00240-0070	Equity Trust CO Fbo Kim Weagley Ira	6 Whittier Lane	\$300.00	PUBLIC NUISANCE
48-11-31-1710-00000-1360	Linda Sciuto	175 Willow Oak Way	\$900.00	PUBLIC NUISANCE
48-11-31-1710-00000-1360	Linda Sciuto	175 Willow Oak Way	\$350.00	PUBLIC NUISANCE
23-11-30-6060-00000-00J0	KB Home Jacksonville, LLC	Rear of 48 Woodborn Lane	\$250.00	PUBLIC NUISANCE
07-11-31-7027-00540-0100	Anita Delacruz Life Estate	19 Woodbury Drive	\$300.00	PUBLIC NUISANCE
07-11-31-7027-RP0E4-0000	MPC Lots LLC	Left Of 51 Woodlawn Drive	\$300.00	PUBLIC NUISANCE
07-11-31-7027-00080-0180	Ayaenna Tyler-McHugh	27 Woodside Drive	\$440.00	PUBLIC NUISANCE
07-11-31-7063-00430-0060	Margo R Dubovsky	9 Zacharias Place	\$250.00	PUBLIC NUISANCE
07-11-31-7063-00750-0040	Alla Malkovich	13 Zealand Place	\$300.00	PUBLIC NUISANCE
07-11-31-7063-00390-0030	One Third Construction LLC	22 Zebulahs Trail	\$350.00	PUBLIC NUISANCE
07-11-31-7063-00730-0080	Sayfa Thongsavanh & Bouachanh Thongsavanh	50 Zebulahs Trail	\$1,050.00	PUBLIC NUISANCE
07-11-31-7063-00730-0080	Sayfa Thongsavanh & Bouachanh Thongsavanh	50 Zebulahs Trail	\$250.00	PUBLIC NUISANCE
07-11-31-7063-00730-0080	Sayfa Thongsavanh & Bouachanh Thongsavanh	50 Zebulahs Trail	\$500.00	PUBLIC NUISANCE
07-11-31-7063-00420-0050	Yoneh Mizrahi	4 Zeda Place	\$350.00	PUBLIC NUISANCE
07-11-31-7063-00420-0050	Yoneh Mizrahi	4 Zeda Place	\$200.00	PUBLIC NUISANCE
07-11-31-7063-00370-0060	Leonel Mas Life Estate	4 Zenger Court	\$300.00	PUBLIC NUISANCE
07-11-31-7063-00650-0100	Donna L Gibeaut Trustee	12 Zephyr Lily Trail	\$165.00	PUBLIC NUISANCE
24-12-31-4150-00T50-0000	Oare Associates LLC C/O Shuffield, Lowman & Wilson, P.A.	1 Zonal Court	\$350.00	PUBLIC NUISANCE

<b>TOTAL</b>	<b>\$120,198.00</b>
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## **EXHIBIT B**

### **DRAFT NOTICE TO BE PUBLISHED**

To Be Published on July 19, 2023

#### **NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NUISANCE ABATEMENT SPECIAL ASSESSMENT**

Notice is hereby given that the City Council of the City of Palm Coast will conduct a public hearing to consider the imposition of nuisance abatement special assessments for the provision of nuisance abatement services, facilities, and programs within the municipal boundaries of the City of Palm Coast.

The hearing will be held at 9:00 a.m., or as soon thereafter as can be heard, on August 15, 2023, at the City of Palm Coast Community Wing, 160 Lake Avenue, Palm Coast, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in this proceeding should contact the City of Palm Coast ADA Coordinator at (386) 986-2570, at least 48 hours prior to the date of the hearing.

The assessment for each parcel of property will be based upon the cost of nuisance abatement for each parcel.

Copies of the Nuisance Abatement Ordinance (Ordinance No. 2010-03), the Resolution (Resolution No. 2010-168), the Nuisance Abatement Initial Assessment Resolution (Resolution No. 2023-\_\_\_\_) and the preliminary Nuisance Abatement Assessment Roll are available for inspection in the City Clerk's office of the City of Palm Coast, located at 160 Lake Avenue, Palm Coast, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2022, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please visit our website [www.palmcoastgov.com](http://www.palmcoastgov.com), under Proposed Nuisance Abatement Assessment, for additional information and frequently asked questions or contact the City of Palm Coast Community Development Department at (386) 986-3764, Monday through Friday between 8:00 a.m. and 5:00 p.m.

The properties to be assessed are as follows:

CITY COUNCIL

CITY OF PALM COAST, FLORIDA

\*\*\*\*\* NOTICE TO PROPERTY OWNER \*\*\*\*\*

<p>CITY OF PALM COAST, FLORIDA</p> <p>NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NUISANCE ABATEMENT NON-AD VALOREM ASSESSMENTS</p> <p>NOTICE DATE:</p>
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City of Palm Coast  
160 Lake Avenue  
Palm Coast, FL 32164

«Owners\_Name»  
«Owner\_Address\_1»  
«Address\_2»  
«City», «StateCountry» «Zip»

Tax Parcel «Parcel\_I\_D»  
Legal Description: Section «Section» Block «Block» Lot «Lot»  
Property Address:«Property\_Address»

\*You are receiving this letter because the City has performed nuisance abatement services on your property and expended public funds, and the City and taxpayers are entitled by law to be reimbursed.

As required by Section 197.3632, Florida Statutes, and Ordinance No. 2010-03, notice is given by the City of Palm Coast that an assessment for nuisance abatement services, facilities, and programs may be levied on your property for the assessment period of October 1, 2022-September 30, 2023 and future Fiscal Years. The purpose of this assessment is to fund nuisance abatement services within the City of Palm Coast. The total nuisance abatement assessment revenue to be collected within the City of Palm Coast is estimated to be \$«Invoice\_Amt» for the Fiscal Year beginning October 1, 2022. The assessment for each parcel or property will be based upon each parcel’s location, classification, and the total number of Equivalent Residential Units attributable to that parcel.

The above parcel is classified as Residential

The total number of billing units on the above parcel is \_\_\_\_\_1\_\_\_\_\_.

The type of billing units on the above parcel is \_\_\_\_\_1\_\_\_\_\_.

The nuisance abatement assessment for the above parcel is «Invoice\_Amt» for the Fiscal Year beginning October 1, 2022.

A public hearing will be held at 9:00 a.m., or as soon thereafter as can be heard, on August 15, 2023 at City of Palm Coast Community Wing, 160 Lake Avenue, Palm Coast, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceeding and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City of Palm Coast ADA Coordinator at (386) 986-2570, at least 48 hours prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the City Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Nuisance Abatement Ordinance (Ordinance No. 2010-03), the Resolution (Resolution No. 2010-168), the Nuisance Abatement Initial Assessment Resolution (Resolution No. 2022-\_\_\_) and the preliminary Nuisance Abatement Assessment Roll are available for inspection in the City of Palm Coast, Community Development Department, located at 160 Lake Avenue, Palm Coast, Florida.

Both the non-ad valorem assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November of each year the assessment is imposed. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. **The City of Palm Coast must receive payment by DATE 2022 to avoid this payment being collected on your ad valorem tax bill for 2022. “Please send all payments to CODE ENFORCEMENT -CITY OF PALM COAST - 160 LAKE AVENUE - PALM COAST, FL to ensure that your payment is applied to the correct invoice(s).”**

If there is a mistake on this notice, it will be corrected. If you have any questions, please visit our website [www.palmcoastgov.com](http://www.palmcoastgov.com), under Proposed Nuisance Abatement Assessment, for additional information and frequently asked questions or contact the City of Palm Coast Community Development Department at (386) 986-3764, Monday through Friday between 8:00 a.m. and 5:00 p.m.

**\* \* \* \* \* THIS IS NOT A BILL \* \* \* \* \***



# City of Palm Coast, Florida Agenda Item

Agenda Date: July 18, 2023

<b>Department</b>	COMMUNITY DEVELOPMENT	<b>Amount</b>
<b>Division</b>	PLANNING	<b>Account #</b>
<b>Subject</b>	ORDINANCE 2023-XX ESTABLISHING THE COQUINA SHORES COMMUNITY DEVELOPMENT DISTRICT (CDD) - APPLICATION NO. 5415	
<b>Presenter: Phong Nguyen, Senior Planner</b>		
<b>Background:</b>		
<b>This is a legislative item.</b>		
<p>In April 2023, JX Palm Coast Land, LLC (Petitioner) submitted a petition to establish the Coquina Shores Community Development District (CDD) which is primarily a mechanism for funding the significant costs of providing infrastructure for a large residential community. In this case, the applicant estimates there would be 650 residential units. The proposed Coquina Shores CDD is located entirely within the City of Palm Coast, Florida, and comprises approximately 505.62 acres of land. The site is generally located north of State Road 100, and east of Interstate 95. The proposed CDD is designed to provide community infrastructure, stormwater, services, and facilities along with public facility operation and maintenance to the proposed CDD.</p> <p>The intent to establish a CDD is to encourage a strong commitment to capital facilities planning, management, and financing to ensure the provision of adequate capital infrastructure to serve projected growth without overburdening the general taxpayer. The establishment of the CDD does not obligate the City of Palm Coast to ownership, operation, or maintenance of any infrastructure. Nothing in the Petition shall be construed as an affirmative acceptance by the City Council of the City of Palm Coast of improvements or acceptance of operation and maintenance obligations.</p> <p>Florida Statutes Chapter 190 – Community Development Districts, sets forth the standards for a CDD and more specifically Section 190.005 provides the standards for a local government to adopt an ordinance establishing a CDD. The following six factors are to be used by the City in determining if the City Council will grant or deny the CDD petition:</p> <ol style="list-style-type: none"> <li>1. Whether all the statements within the petition have been found to be true and correct.</li> <li>2. Whether the establishment of the district is inconsistent with any applicable element or portion of the State’s comprehensive plan or of the City’s comprehensive plan.</li> <li>3. Whether the land area within the proposed district is of sufficient size, is sufficiently compact and is sufficiently contiguous to be developable as one functional interrelated community.</li> <li>4. Whether the district is the best alternative available for delivering CDD services and facilities for the project.</li> </ol>		

5. Whether the CDD services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.
6. Whether the area that will be served by the district is amenable to separate special district government.

A CDD is a special purpose unit of government that is utilized to acquire, finance, operate, and maintain the infrastructure within a large, planned development. A key advantage for the developer is that low-cost financing can be obtained by issuing tax-exempt bonds to finance the infrastructure improvements. The City or County approving such ordinance establishing the CDD is not a party to the financing and does not incur any obligation for this infrastructure debt.

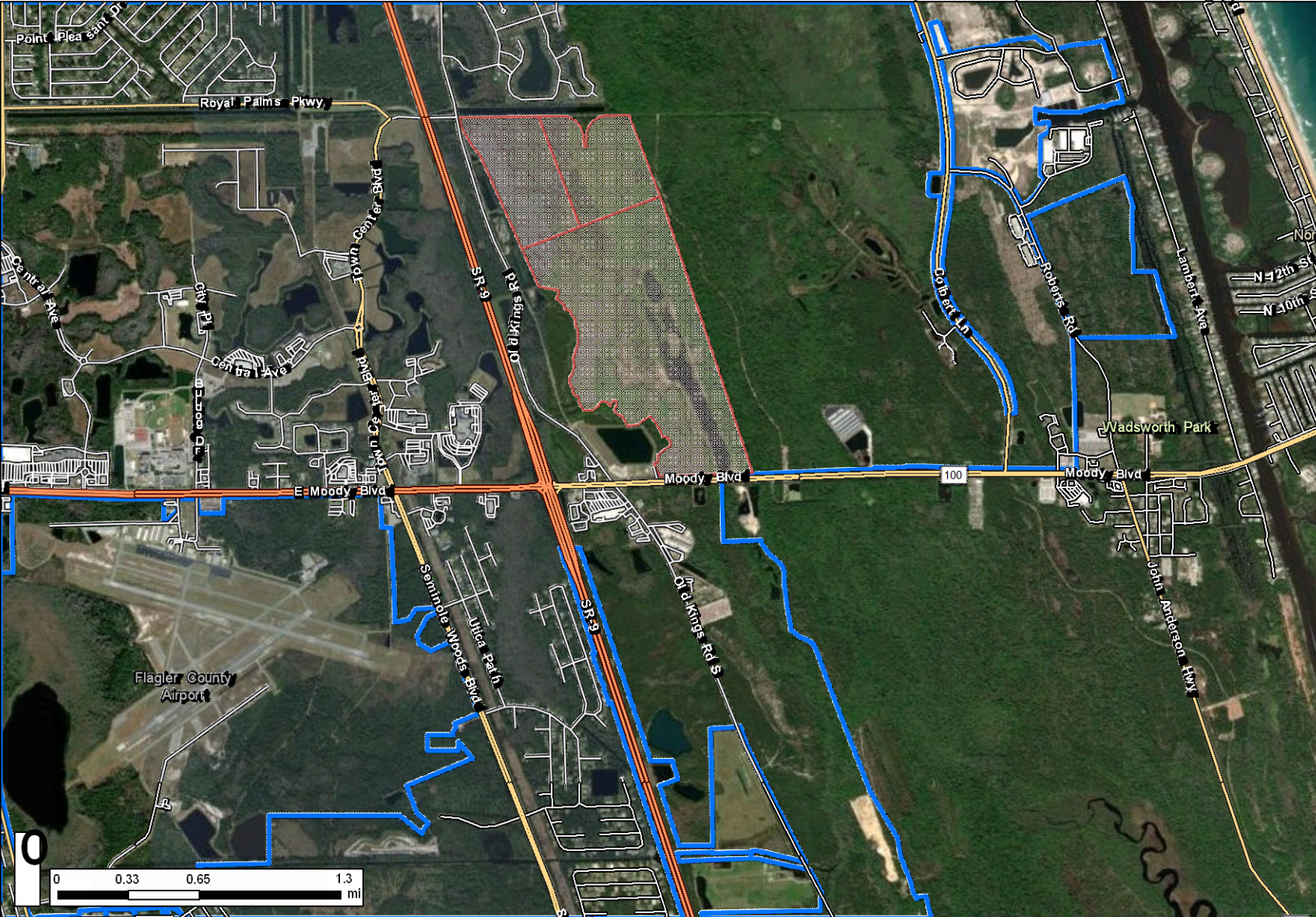
Once the infrastructure is completed, the CDD is managed by a 5-member Board of Supervisors. Florida law requires the Board of Supervisors to operate under public record laws and provide annual audits. Additionally, Florida laws require that potential property owners within the CDD be notified upfront in writing of the infrastructure costs and annual payments associated with the applicable property. These payments would be made to the Flagler County Tax Collector's office as an assessment.

Public Participation: Newspaper ads will run approximately two weeks prior to each of the two City Council public hearings. The applicant is also required to run four consecutive weekly newspaper ads advising the public of the second City Council public hearing.

**Recommended Action:**  
**ADOPT ORDINANCE 2023-XX ESTABLISHING THE COQUINA SHORES COMMUNITY DEVELOPMENT DISTRICT (CDD) - APPLICATION NO. 5415**

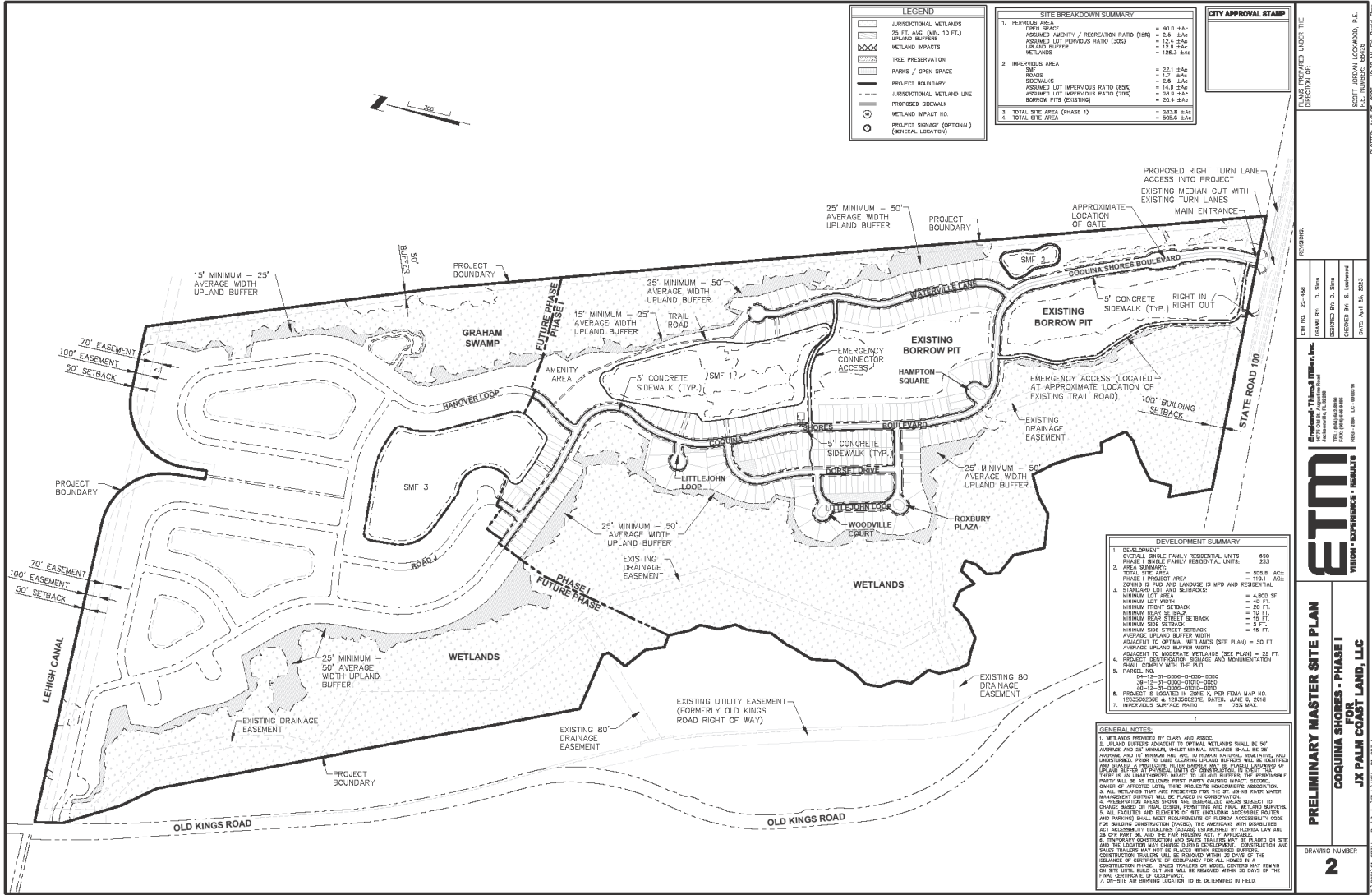
**COQUINA SHORES  
COMMUNITY DEVELOPMENT DISTRICT  
(CDD)**

**City Council Public Hearing  
July 18, 2023**



The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.

The Coquina Shores Future Land Use Map (FLUM) and Master Plan Development (MPD) applications should be approved by City Council today. The 505.62 +/- acre project is located north of State Road 100 and east of Interstate 95.



In April 2023, the property owner submitted an application to create the Coquina Shores CDD as a funding mechanism for providing the infrastructure for the 650-home community.

# CDD – Purpose and Standards

- Florida Statutes Chapter 190 provides the standards for a local government to establish a Community Development District (CDD).
- A CDD is a special purpose unit of government that is utilized to acquire, finance, operate and maintain the infrastructure in a large planned community.
- A key advantage is the developer can obtain low-cost financing by issuing tax-exempt bonds.
- The City is not a party to the financing and does not incur any obligation for the infrastructure debt.

# CDD - Operation

- Once the infrastructure is completed it is managed by a 5-member Board of Supervisors.
- Florida law requires potential purchasers of real estate within the CDD to be notified upfront in writing of the infrastructure costs and annual payments.
- Payments are made to the Flagler County Tax Collector's Office as an assessment.

# CDD – Review of Six Factors by Statutes

- According to Chapter 190, Florida Statutes, the establishment of a CDD, less than 2,500 acres, may be approved by the City Council and provides six factors which the City Council shall consider in their review of the CDD.



# CDD – Staff Review of the 6 Factors

- 1. Whether all statements contained within the petition have been found to be true and correct.** Staff finds the statements contained in the Petition correct and true.
- 2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.** Staff finds the proposed Petition consistent with the State and the City of Palm Coast comprehensive plans.

# CDD – Staff Review of the 6 Factors

- 3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.** Coquina Shores CDD contains approximately 505.62 acres, planned as a residential community. Staff finds this development of sufficient size, scale and sufficiently compact to serve as a functional interrelated community.

# CDD – Staff Review of the 6 Factors

- 4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.** Staff finds the CDD is an alternative available to provide facilities and services to this interrelated community. Further, staff finds the CDD will prevent the general body of taxpayers from bearing the burden for installation of infrastructure and maintenance of certain facilities and services within the CDD, resulting in an efficient use of infrastructure and resources.

# CDD – Staff Review of the 6 Factors

- 5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.** Staff does not find incompatibilities with the capacity and uses of existing local and regional facilities and services. The Petition contends the CDD will provide a perpetual entity capable of making reasonable provisions for the provision, operation, and maintenance of facilities and services.

# CDD – Staff Review of the 6 Factors

- 6. Whether the area that will be served by the district is amenable to separate special-district government.** The CDD will provide facilities and services to the Coquina Shores planned development and will be an amenable to separate special-district within the City of Palm Coast.

# Public Participation

- City runs news ads two weeks prior to each public hearing.
- The applicant runs four news ads, once per week, prior to the 2<sup>nd</sup> City Council public hearing per Florida Statutes.
- Staff has not received any communication from the public on this petition as of the writing of this presentation.

# Recommendation

Planning staff recommends that City Council determine the Coquina Shores Community Development District petition is in compliance with Florida Statutes Chapter 190 and the City's Comprehensive Plan and approve the ordinance establishing the Coquina Shores Community Development District, Application No. 5415.

**ORDINANCE 2023-\_\_**  
**ESTABLISHING THE COQUINA SHORES**  
**COMMUNITY DEVELOPMENT DISTRICT (CDD) -**  
**APPLICATION NO. 5415**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, ESTABLISHING THE COQUINA SHORES COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING THE INITIAL BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE**

**WHEREAS**, the JX Palm Coast Land, LLC (“**Petitioner**”) has petitioned the City Council for the City of Palm Coast, Florida (“**City**”) to adopt an ordinance establishing the boundaries of the Coquina Shores Community Development District (“**District**”) pursuant to Chapter 190, *Florida Statutes* on land Petitioner owns, and granting certain special powers; and

**WHEREAS**, the City, in determining whether to establish the District boundaries, has considered and finds that all statements contained in the *Petition to Establish the Coquina Shores Community Development District* (“**Petition**”) are true and correct; and

**WHEREAS**, the City has considered and finds that the establishment of the District is not inconsistent with any applicable element or portion of the City of Palm Coast’s Comprehensive Plan; and

**WHEREAS**, the City has considered and finds that the area of land within the District is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

**WHEREAS**, the City has considered and finds that the District is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

**WHEREAS**, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

**WHEREAS**, the City has considered and finds that the area that will be served by the District is amenable to separate special-district government, and is consistent with the state comprehensive plan and the City Comprehensive Plan; and



**WHEREAS**, a duly noticed public hearing, pursuant to Chapter 190, *Florida Statutes*, to consider the Petition was held prior to the adoption of this Ordinance establishing the District.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PALM COAST, FLORIDA, THAT THE DISTRICT IS HEREBY ESTABLISHED AS FOLLOWS:**

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

**SECTION 2. AUTHORITY.** This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, *Florida Statutes* (2022).

**SECTION 3. DISTRICT NAME.** There is hereby created a community development district situated entirely within incorporated Palm Coast, Florida, which District shall be known as the “Coquina Shores Community Development District.”

**SECTION 4. EXTERNAL BOUNDARIES OF THE DISTRICT.** The external boundaries of the District are described in Exhibit A attached hereto, and consist of 505.62 acres.

**SECTION 5. FUNCTIONS AND POWERS.** The powers and functions of the District are described in Chapter 190, *Florida Statutes* (2022), as may amended from time to time. The Charter of the District shall be set forth in Chapter 190, *Florida Statutes*, as created by general law. The District’s Board of Supervisors may further exercise certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for (a) parks and facilities for indoor and outdoor recreational, cultural, and educational uses; and (b) security, including but not limited to, guardhouses, fences, and gates, electronic intrusion-detection systems, and patrol cars, when authorized by applicable governmental agencies; except that the District may not exercise any police power, but may contract with the City for an increased level of such services within the proposed District boundaries, all as authorized and described by Section 190.012(2), *Florida Statutes*. The District will not have or exercise any zoning or development permitting powers governing land development or the use of land as provided in Fla. Stat. 190.002(3).

**SECTION 6. BOARD OF SUPERVISORS.** The five persons designated to serve as initial members of the District’s Board of Supervisors are: Blaz Kovacic, Aaron Lyman, Danielle

Simpson, Joseph Wright, and Christopher Hill. All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

**SECTION 7. ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS.**

The administrative correction of typographical and/or scrivener’s errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

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

**SECTION 9. CONFLICTS.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 10. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

**APPROVED** on First Reading the 18<sup>th</sup> day of July 2023.

**ADOPTED** on Second Reading after due public notice and hearing this 1<sup>st</sup> day of August 2023.

ATTEST:

CITY OF PALM COAST, FLORIDA

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

Attachments: Exhibit A - Legal Description



BEING A PART OF SECTIONS 4, PART OF FR'S PELLIECER GRANT (SECTION 39) AND A PART OF McDON'ELY BLACK GRANT (SECTION 40), TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100 FOOT MONUMENT RIGHT-OF-WAY) AND THE NORTH RIGHT- OF-WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT-OF-WAY); THENCE N 87°48'45" E ALONG THE NORTH RIGHT- OF-WAY LINE OF SAID STATE ROAD 100 FOR A DISTANCE OF 79.60 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE N 02°11'15" W FOR A DISTANCE OF 24.00 FEET; THENCE N 87°48'45" E PARALLEL WITH THE SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 A DISTANCE OF 869.71 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE THE FOLLOWING COURSE AND DISTANCE ALONG THE APPROXIMATE UPLAND SIDE OF A WETLAND: THENCE N 23°46'37" W A DISTANCE OF 309.76 FEET; THENCE N 87°50'18" E A DISTANCE OF 81.42 FEET; THENCE N 02°01'18" E A DISTANCE OF 152.26 FEET; THENCE N 49°35'38" E A DISTANCE OF 163.44 FEET; THENCE N 57°25'13" E A DISTANCE OF 139.56 FEET; THENCE N 35°51'53" E A DISTANCE OF 80.63 FEET; THENCE N 37°28'27" W A DISTANCE OF 189.56 FEET; THENCE S 71°24'28" W A DISTANCE OF 65.32 FEET; THENCE N 23°55'22" W A DISTANCE OF 191.00 FEET; THENCE N 32°00'32" W A DISTANCE OF 162.42 FEET; THENCE N 40°33'42" W A DISTANCE OF 162.61 FEET; THENCE S 61°16'18" W A DISTANCE OF 160.60 FEET; THENCE S 47°56'03" W A DISTANCE OF 136.98 FEET; THENCE S 82°39'53" W A DISTANCE OF 240.90 FEET; THENCE N 26°35'32" W A DISTANCE OF 224.76 FEET; THENCE N 65°34'07" W A DISTANCE OF 157.70 FEET; THENCE N 18°34'47" W A DISTANCE OF 91.65 FEET; THENCE N 30°06'23" E A DISTANCE OF 95.79 FEET; THENCE N 06°54'53" E A DISTANCE OF 83.87 FEET; THENCE N 79°48'42" W A DISTANCE OF 77.16 FEET; THENCE S 30°41'18" W A DISTANCE OF 128.85 FEET; THENCE N 41°09'52" W A DISTANCE OF 114.68 FEET; THENCE N 81°43'42" W A DISTANCE OF 111.79 FEET; THENCE S 33°16'58" W A DISTANCE OF 136.88 FEET; THENCE S 52°56'28" W A DISTANCE OF 140.60 FEET; THENCE N 84°49'42" W A DISTANCE OF 99.96 FEET; THENCE S 88°03'03" W A DISTANCE OF 86.69 FEET; THENCE N 38°47'49" W A DISTANCE OF 81.75 FEET TO THE CENTER LINE OF A 80 FOOT WIDE DRAINAGE CANAL; THENCE CONTINUE ALONG THE SAID UPLAND LINE N 27°25'56" W A DISTANCE OF 133.41 FEET; THENCE N 04°07'27" E A DISTANCE OF 81.48 FEET; THENCE N 50°42'03" W A DISTANCE OF 157.13 FEET; THENCE N 01°39'23" W A DISTANCE OF 98.02 FEET; THENCE N 32°50'53" W A DISTANCE OF 129.71 FEET; THENCE N 02°23'08" W A DISTANCE OF 103.99 FEET; THENCE N 33°50'27" E A DISTANCE OF 103.26 FEET; THENCE N 18°43'17" E A

DISTANCE OF 160.81 FEET; THENCE N 08°59'48" W A DISTANCE OF 171.58 FEET; THENCE N 18°32'08" E A DISTANCE OF 140.89 FEET; THENCE N 14°10'27" E A DISTANCE OF 67.04 FEET; THENCE N 23°02'47" E A DISTANCE OF 126.55 FEET; THENCE N 04°37'18" W A DISTANCE OF 175.86 FEET; THENCE N 09°55' 07" E A DISTANCE OF 86.88 FEET; THENCE N 28°22'13" W A DISTANCE OF 124.61 FEET; THENCE N 00°05'23" W A DISTANCE OF 132.20 FEET; THENCE N 43°09'03" W A DISTANCE OF 75.27 FEET; THENCE N 26°41'18" W A DISTANCE OF 160.08 FEET; THENCE N 83°43'28" W A DISTANCE OF 87.39 FEET; THENCE N 21°56'06" W A DISTANCE OF 135.18 FEET; THENCE N 51°59'56" W A DISTANCE OF 182.12 FEET; THENCE N 25°41'41" E A DISTANCE OF 150.53 FEET; THENCE N 33°14'47" W A DISTANCE OF 42.82 FEET TO THE CENTER LINE OF AN 80 FOOT WIDE DRAINAGE CANAL; THENCE N 80°19'59" W LEAVING SAID UPLAND TO WETLANDS A DISTANCE OF 414.03 FEET; THENCE N 24°04'58" W A DISTANCE OF 3025.22 FEET; THENCE N 38°41'25" W A DISTANCE OF 281.36 FEET; THENCE N 30°11'46" W A DISTANCE OF 425.92 FEET; THENCE N 11°45'58" W ALONG THE MONUMENTED EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD FOR A DISTANCE OF 199.95 FEET TO A POINT ON THE SOUTH LINE OF LEHIGH ROAD; THENCE N 89°15'49" E ALONG THE SOUTH LINE OF LEHIGH ROAD A DISTANCE OF 2153.65 FEET TO A POINT OF CURVE CONCAVE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 86°20'19", A CHORD BEARING OF S 47°34'01" E, A CHORD DISTANCE OF 615.74 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 678.10 FEET TO THE TANGENT THEREOF; THENCE S 04°23'52" E A DISTANCE OF 221.47 FEET; THENCE N 85°36'08" E FOR A DISTANCE OF 60.00 FEET; THENCE N 04°23'52" W A DISTANCE OF 160.04 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 93°39'41", A CHORD BEARING OF N 42°25'58" E, A CHORD DISTANCE OF 656.40 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 735.61 FEET TO A POINT ON THE SOUTH LINE OF SAID LEHIGH ROAD; THENCE N 89°15'49" E, A DISTANCE OF 457.56 FEET; THENCE LEAVING THE SOUTH LINE OF SAID LEHIGH ROAD S 20°54'58" E FOR A DISTANCE OF 2024.75 FEET; THENCE S 18°25'23" E FOR A DISTANCE OF 5894.57 FEET TO A POINT THAT IS 24.00 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 AS PREVIOUSLY STATED; THENCE S 87°48'45" W ALONG A LINE THAT IS PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 FOR A DISTANCE OF 1959.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT MASONIC CEMETERY WITH EASEMENT AS SET FORTH IN DEED BOOK 30, PAGE 201 AND DEED BOOK 32, PAGE 15, ALL IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

**PETITION TO ESTABLISH**  
**COQUINA SHORES**  
**COMMUNITY**  
**DEVELOPMENT DISTRICT**

Submitted by:  
Jere Earlywine  
Florida Bar No. 155527  
[Jere.Earlywine@KutakRock.com](mailto:Jere.Earlywine@KutakRock.com)  
Katie Buchanan  
Florida Bar No. 14196  
[Katie.Buchanan@KutakRock.com](mailto:Katie.Buchanan@KutakRock.com)  
KUTAK ROCK LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
(850) 528-6152 / (850) 294-5184

**BEFORE THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA**

**PETITION TO ESTABLISH THE COQUINA SHORES  
COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, JX Palm Coast Land, LLC (“Petitioner”), hereby petitions the City Council of the City of Palm Coast, Florida, pursuant to Chapter 190, Florida Statutes, to establish a Community Development District (“District”) with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within the City of Palm Coast, Florida, and covers approximately 505.62 acres of land, more or less. **Exhibit 1** depicts the general location of the project. The site is generally located north of State Road 100, and east of Interstate 95. The sketch and metes and bounds descriptions of the external boundary of the proposed District is set forth in **Exhibit 2**.

2. Excluded Parcels. There are no parcels within the external boundaries of the proposed District which are to be excluded from the District.

3. Landowner Consents. Petitioner has obtained written consent to establish the proposed District from the owners of one hundred percent (100%) of the real property located within the proposed District in accordance with Section 190.005, Florida Statutes. Consent to the establishment of a community development district is contained in **Exhibit 3**.

4. Initial Board Members. The five (5) persons designated to serve as initial members of the Board of Supervisors of the proposed District are:

- Blaz Kovacic, 201 East Las Olas Boulevard, Suite 1900, Ft. Lauderdale, FL 33301
- Aaron Lyman, 201 East Las Olas Boulevard, Suite 1900, Ft. Lauderdale, FL 33301
- Danielle Simpson, 201 East Las Olas Boulevard, Suite 1900, Ft. Lauderdale, FL 33301
- Joseph Wright, 1325 Highway 100 W, Bunnell, FL 32110
- Christopher Hill, 12724 Gran Bay Pkwy W, Suite 200, Jacksonville, FL 32258

All of the listed persons are residents of the state of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is the Coquina Shores Community Development District.

6. Major Water and Wastewater Facilities. **Exhibit 4** shows the existing and proposed major trunk water mains and sewer connections serving the lands within and around the proposed District.

7. District Facilities and Services. **Exhibit 5** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and install, as well as the

estimated costs of construction. At present, these improvements are estimated to be made, acquired, constructed and installed over an estimated five year period from 2023 – 2028. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Existing and Future Land Uses. The existing use of the lands within the proposed District is agricultural. The future general distribution, location and extent of the public and private land uses within and adjacent to the proposed District by land use plan element are shown in **Exhibit 6**. These proposed land uses are consistent with the City of Palm Coast Comprehensive Plan.

9. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs (“SERC”) prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agents. The Petitioner is authorized to do business in the State of Florida. The Petitioner has designated Jere Earlywine and Katie Buchanan of Kutak Rock LLP, as authorized agents. See **Exhibit 8** - Authorization of Agent. Copies of all correspondence and official notices should be sent to:

Jere Earlywine  
Florida Bar No. 155527  
[Jere.Earlywine@KutakRock.com](mailto:Jere.Earlywine@KutakRock.com)  
Katie Buchanan  
Florida Bar No. 14196  
[Katie.Buchanan@KutakRock.com](mailto:Katie.Buchanan@KutakRock.com)  
KUTAK ROCK LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
(850) 528-6152 / (850) 294-5184

11. This petition to establish the Coquina Shores Community Development District should be granted for the following reasons:

a. Establishment of the proposed District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City of Palm Coast Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the proposed District will prevent the general body of taxpayers in the City of Palm Coast from bearing the burden for installation of the infrastructure and the



maintenance of certain facilities within the development encompassed by the proposed District. The proposed District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the proposed District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the proposed District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the proposed District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the proposed District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Council of the City of Palm Coast, Florida to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes;

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes;

c. consent to the District exercise of certain additional powers to finance, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (1) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and (2) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, each as authorized and described by Section 190.012(2), Florida Statutes; and

d. grant such other relief as may be necessary or appropriate.

RESPECTFULLY SUBMITTED, this 21st day of April 2023.

**KUTAK ROCK LLP**

/s/ Katie S. Buchanan

Jere Earlywine

Florida Bar No. 155527

[Jere.Earlywine@KutakRock.com](mailto:Jere.Earlywine@KutakRock.com)

Katie Buchanan

Florida Bar No. 14196

[Katie.Buchanan@KutakRock.com](mailto:Katie.Buchanan@KutakRock.com)

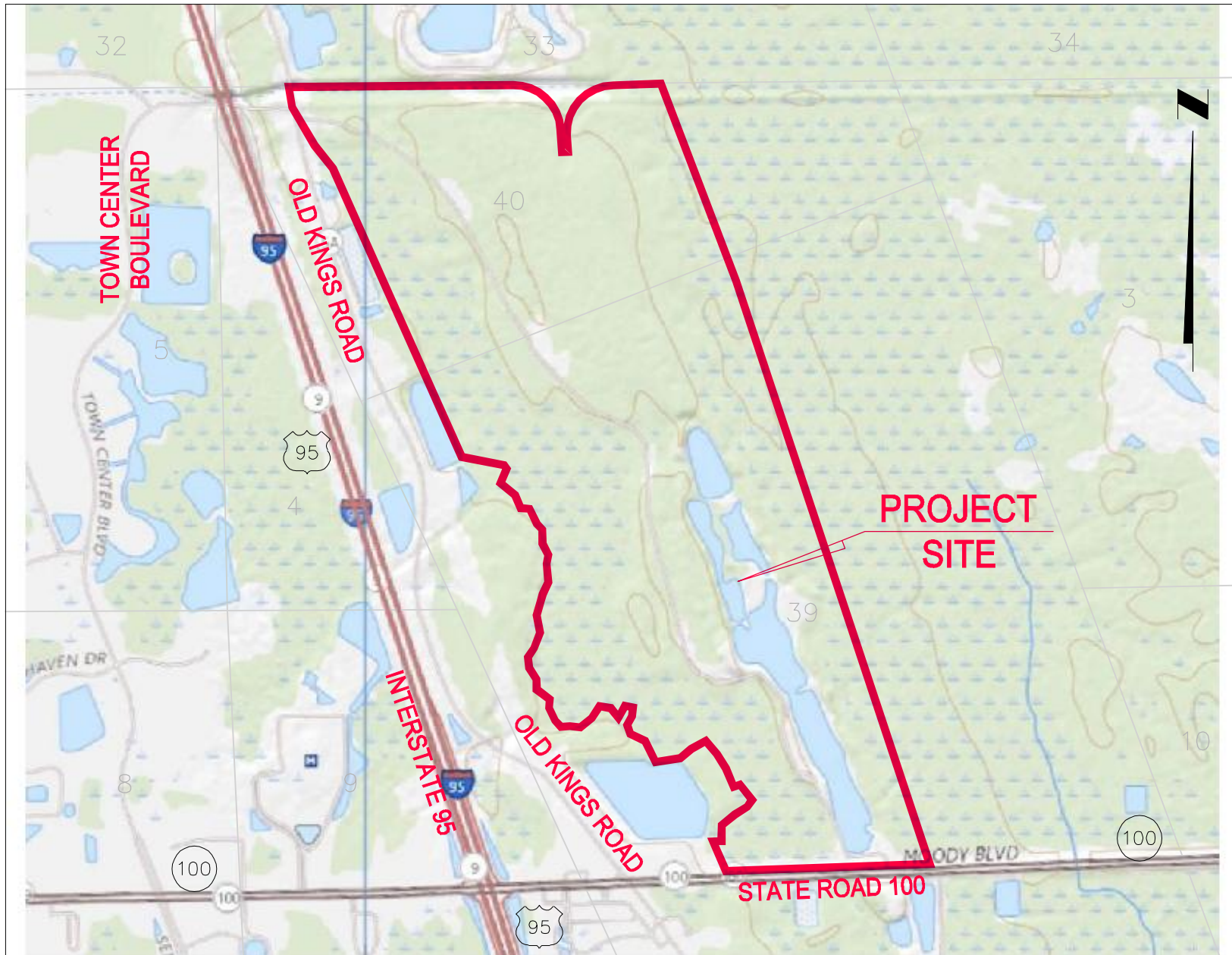
KUTAK ROCK LLP

107 West College Avenue

Tallahassee, Florida 32301

(850) 528-6152 / (850) 294-5184

# EXHIBIT 1



4-12-23

LOCATION MAP  
COQUINA SHORES CDD



**England-Thims & Miller, Inc.**  
 1525 International Parkway, Suite 1011  
 Lake Mary, FL 32746  
 TEL: (407) 536-5379  
 REG - 2584 LC - 0000316

# EXHIBIT 2



# EXHIBIT 3

This instrument was prepared by and upon recording should be returned to:

KUTAK ROCK LLP  
107 West College Avenue  
Tallahassee, Florida 32301

---

**Consent and Authorization of Landowner  
to the Establishment of a Community Development District  
[Proposed Coquina Shores Community Development District]**

The undersigned is the owner of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

As an owner of lands that are intended to constitute all or a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District. The undersigned acknowledges that the petitioner has the right by contract for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever shall first occur. The undersigned further agrees that this consent shall be binding upon the owner and its successors and assigns as to the Property or portions thereof for the entirety of such three year term.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[SIGNATURE PAGE TO FOLLOW]



Consent and Joinder of Landowner  
to the Establishment of a Community Development District  
[Proposed Coquina Shores Community Development District]

Executed this 17<sup>th</sup> day of April 2023.

Witnessed:

JX PALM COAST LAND, LLC

Marcy McBride  
Print Name: Marcy McBride



By: Blaz Kovacic  
Its: Vice President

[Signature]  
Print Name: Evgeny Markov

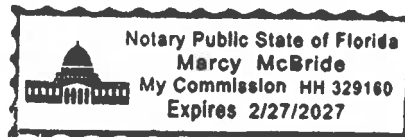
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 17<sup>th</sup> day of April 2023, by Blaz Kovacic, as Vice President of JX Palm Coast Land, LLC, on its behalf. He  is personally known to me or  produced \_\_\_\_\_ as identification.

Marcy McBride  
NOTARY PUBLIC, STATE OF FLORIDA

Name: Marcy McBride  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

Exhibit A: Legal Description



Consent and Joinder of Landowner  
to the Establishment of a Community Development District  
*[Proposed Coquina Shores Community Development District]*

**Exhibit A:**  
Legal Description

BEING A PART OF SECTIONS 4, PART OF FR'S PELLIECER GRANT (SECTION 39) AND A PART OF McDON'ELY BLACK GRANT (SECTION 40), TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

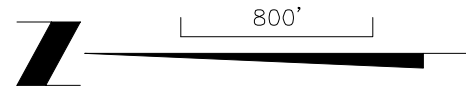
AS A POINT OF REFERENCE COMMENCE AT THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100 FOOT MONUMENT RIGHT-OF-WAY) AND THE NORTH RIGHT- OF-WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT-OF-WAY); THENCE N 87°48'45" E ALONG THE NORTH RIGHT- OF-WAY LINE OF SAID STATE ROAD 100 FOR A DISTANCE OF 79.60 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE N 02°11'15" W FOR A DISTANCE OF 24.00 FEET; THENCE N 87°48'45" E PARALLEL WITH THE SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 A DISTANCE OF 869.71 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE THE FOLLOWING COURSE AND DISTANCE ALONG THE APPROXIMATE UPLAND SIDE OF A WETLAND: THENCE N 23°46'37" W A DISTANCE OF 309.76 FEET; THENCE N 87°50'18" E A DISTANCE OF 81.42 FEET; THENCE N 02°01'18" E A DISTANCE OF 152.26 FEET; THENCE N 49°35'38" E A DISTANCE OF 163.44 FEET; THENCE N 57°25'13" E A DISTANCE OF 139.56 FEET; THENCE N 35°51'53" E A DISTANCE OF 80.63 FEET; THENCE N 37°28'27" W A DISTANCE OF 189.56 FEET; THENCE S 71°24'28" W A DISTANCE OF 65.32 FEET; THENCE N 23°55'22" W A DISTANCE OF 191.00 FEET; THENCE N 32°00'32" W A DISTANCE OF 162.42 FEET; THENCE N 40°33'42" W A DISTANCE OF 162.61 FEET; THENCE S 61°16'18" W A DISTANCE OF 160.60 FEET; THENCE S 47°56'03" W A DISTANCE OF 136.98 FEET; THENCE S 82°39'53" W A DISTANCE OF 240.90 FEET; THENCE N 26°35'32" W A DISTANCE OF 224.76 FEET; THENCE N 65°34'07" W A DISTANCE OF 157.70 FEET; THENCE N 18°34'47" W A DISTANCE OF 91.65 FEET; THENCE N 30°06'23" E A DISTANCE OF 95.79 FEET; THENCE N 06°54'53" E A DISTANCE OF 83.87 FEET; THENCE N 79°48'42" W A DISTANCE OF 77.16 FEET; THENCE S 30°41'18" W A DISTANCE OF 128.85 FEET; THENCE N 41°09'52" W A DISTANCE OF 114.68 FEET; THENCE N 81°43'42" W A DISTANCE OF 111.79 FEET; THENCE S 33°16'58" W A DISTANCE OF 136.88 FEET; THENCE S 52°56'28" W A DISTANCE OF 140.60 FEET; THENCE N 84°49'42" W A DISTANCE OF 99.96 FEET; THENCE S 88°03'03" W A DISTANCE OF 86.69 FEET; THENCE N 38°47'49" W A DISTANCE OF 81.75 FEET TO THE CENTER LINE OF A 80 FOOT WIDE DRAINAGE CANAL; THENCE CONTINUE ALONG THE SAID UPLAND LINE N 27°25'56" W A DISTANCE OF 133.41 FEET; THENCE N 04°07'27" E A DISTANCE OF 81.48 FEET; THENCE N 50°42'03" W A DISTANCE OF 157.13 FEET; THENCE N 01°39'23" W A DISTANCE OF 98.02 FEET; THENCE N 32°50'53" W A DISTANCE OF 129.71 FEET; THENCE N 02°23'08" W A DISTANCE OF 103.99 FEET; THENCE N 33°50'27" E A DISTANCE OF 103.26 FEET; THENCE N 18°43'17" E A

DISTANCE OF 160.81 FEET; THENCE N 08°59'48" W A DISTANCE OF 171.58 FEET; THENCE N 18°32'08" E A DISTANCE OF 140.89 FEET; THENCE N 14°10'27" E A DISTANCE OF 67.04 FEET; THENCE N 23°02'47" E A DISTANCE OF 126.55 FEET; THENCE N 04°37'18" W A DISTANCE OF 175.86 FEET; THENCE N 09°55' 07" E A DISTANCE OF 86.88 FEET; THENCE N 28°22'13" W A DISTANCE OF 124.61 FEET; THENCE N 00°05'23" W A DISTANCE OF 132.20 FEET; THENCE N 43°09'03" W A DISTANCE OF 75.27 FEET; THENCE N 26°41'18" W A DISTANCE OF 160.08 FEET; THENCE N 83°43'28" W A DISTANCE OF 87.39 FEET; THENCE N 21°56'06" W A DISTANCE OF 135.18 FEET; THENCE N 51°59'56" W A DISTANCE OF 182.12 FEET; THENCE N 25°41'41" E A DISTANCE OF 150.53 FEET; THENCE N 33°14'47" W A DISTANCE OF 42.82 FEET TO THE CENTER LINE OF AN 80 FOOT WIDE DRAINAGE CANAL; THENCE N 80°19'59" W LEAVING SAID UPLAND TO WETLANDS A DISTANCE OF 414.03 FEET; THENCE N 24°04'58" W A DISTANCE OF 3025.22 FEET; THENCE N 38°41'25" W A DISTANCE OF 281.36 FEET; THENCE N 30°11'46" W A DISTANCE OF 425.92 FEET; THENCE N 11°45'58" W ALONG THE MONUMENTED EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD FOR A DISTANCE OF 199.95 FEET TO A POINT ON THE SOUTH LINE OF LEHIGH ROAD; THENCE N 89°15'49" E ALONG THE SOUTH LINE OF LEHIGH ROAD A DISTANCE OF 2153.65 FEET TO A POINT OF CURVE CONCAVE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 86°20'19", A CHORD BEARING OF S 47°34'01" E, A CHORD DISTANCE OF 615.74 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 678.10 FEET TO THE TANGENT THEREOF; THENCE S 04°23'52" E A DISTANCE OF 221.47 FEET; THENCE N 85°36'08" E FOR A DISTANCE OF 60.00 FEET; THENCE N 04°23'52" W A DISTANCE OF 160.04 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 93°39'41", A CHORD BEARING OF N 42°25'58" E, A CHORD DISTANCE OF 656.40 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 735.61 FEET TO A POINT ON THE SOUTH LINE OF SAID LEHIGH ROAD; THENCE N 89°15'49" E, A DISTANCE OF 457.56 FEET; THENCE LEAVING THE SOUTH LINE OF SAID LEHIGH ROAD S 20°54'58" E FOR A DISTANCE OF 2024.75 FEET; THENCE S 18°25'23" E FOR A DISTANCE OF 5894.57 FEET TO A POINT THAT IS 24.00 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 AS PREVIOUSLY STATED; THENCE S 87°48'45" W ALONG A LINE THAT IS PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 FOR A DISTANCE OF 1959.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT MASONIC CEMETERY WITH EASEMENT AS SET FORTH IN DEED BOOK 30, PAGE 201 AND DEED BOOK 32, PAGE 15, ALL IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

# EXHIBIT 4

NOTE:  
 UTILITIES SHOWN HERON ARE PRELIMINARY  
 AND SUBJECT TO FURTHER REFINEMENT.  
 EXISTING CONDITIONS OF THE UTILITY MAINS  
 INCLUDING BUT NOT LIMITED TO CONNECTION  
 PRESSURES, HEAD CONDITIONS, AND  
 ELEVATIONS OF THE SYSTEM WERE NOT  
 AVAILABLE AT THIS TIME. MOREOVER, PROJECT  
 GRADING HAS NOT STARTED, THEREFORE THE  
 SIZES ARE SUBJECT TO CHANGE. FINALLY, THE  
 UTILITY PLANS AS WELL AS THE HYDRAULIC  
 MODELING OF THE UTILITIES ARE SUBJECT TO  
 REVIEW AND APPROVAL BY THE UTILITY  
 PROVIDER AND THE CITY OF PALM COAST.



GRAHAM SWAMP

POTENTIAL POINT  
 OF CONNECTION

STATE ROAD 100

EXISTING WATER  
 DISTRIBUTION MAIN

OLD KINGS ROAD

LEHIGH CANAL

POTENTIAL  
 POINT OF  
 CONNECTION

EXISTING WATER  
 DISTRIBUTION MAIN

OFFSITE WATER UTILITIES  
 COQUINA SHORES CDD

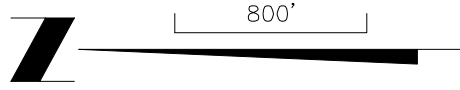


**England-Thins & Miller, Inc.**  
 1525 International Parkway, Suite 1011  
 Lake Mary, FL 32746  
 TEL: (407) 536-5379  
 REG - 2584 LC - 0000316

4-12-23

PLOTTED: April 13, 2023 - 8:59 AM, BY: Scott Lockwood

NOTE:  
 UTILITIES SHOWN HERON ARE PRELIMINARY  
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 EXISTING CONDITIONS OF THE UTILITY MAINS  
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 MODELING OF THE UTILITIES ARE SUBJECT TO  
 REVIEW AND APPROVAL BY THE UTILITY  
 PROVIDER AND THE CITY OF PALM COAST.



GRAHAM SWAMP

POTENTIAL POINT  
 OF CONNECTION

STATE ROAD 100

EXISTING FORCE  
 DISTRIBUTION MAIN

LEHIGH CANAL

POTENTIAL  
 POINT OF  
 CONNECTION

EXISTING FORCE  
 DISTRIBUTION MAIN

OLD KINGS ROAD

OFFSITE FORCE MAIN  
 COQUINA SHORES CDD

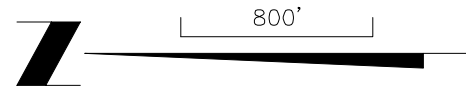
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 GRADING HAS NOT STARTED, THEREFORE THE  
 SIZES ARE SUBJECT TO CHANGE. FINALLY, THE  
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 PROVIDER AND THE CITY OF PALM COAST.



GRAHAM SWAMP

POTENTIAL POINT  
 OF CONNECTION

STATE ROAD 100

EXISTING REUSE  
 DISTRIBUTION MAIN

LEHIGH CANAL

OLD KINGS ROAD

POTENTIAL  
 POINT OF  
 CONNECTION

EXISTING REUSE  
 DISTRIBUTION MAIN

OFFSITE REUSE UTILITIES  
 COQUINA SHORES CDD



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4-12-23



# EXHIBIT 5

# Coquina Shores Community Development District

## Opinion of Probable Cost

### EXHIBIT 5

Revised Date: April 14, 2023

No.	Item	Amounts
1	Roadway Infrastructure (Utilities / Pavement / Storm) <sup>3,4</sup> (Outside Gate Entry)	\$ 1,300,000
2	Roadway Infrastructure (Utilities and Storm) <sup>3,4</sup> (Inside Gated Entry)	\$ 20,650,000
3	SR100 Improvements excludes Traffic Signal (offsite)	\$ 400,000
4	SR100 - Traffic Signal (offsite) (if required)	\$ 750,000
5	Entrance at Old Kings / Town Center Blvd. excludes Traffic Signal <sup>9</sup>	\$ 500,000
6	Earthworks and Master Storm Water System <sup>3,4</sup>	\$ 14,000,000
7	Onsite - Lift Station / Master Utilities (Wm / San / Reuse) <sup>3,4</sup>	\$ 3,060,000
8	Offsite - Master Utility System (Water / Sanitary / Reuse Main) <sup>4,5</sup>	\$ 1,600,000
9	Amenity Center <sup>8</sup>	\$ -
10	Common Areas and Neighborhood Parks <sup>7</sup>	\$ -
11	Landscape, Irrigation, Hardscape <sup>7</sup>	\$ 2,466,500
12	Tree Mitigation for onsite impacts <sup>11</sup>	\$ 490,000
13	Electrical Conduits and Street Lights <sup>7</sup>	\$ 1,073,700
14	Wetland Mitigation for onsite impacts (23 Acres) <sup>5</sup>	\$ 2,309,800
15	Gopher Tortoise for onsite impacts <sup>10</sup>	\$ 300,000
16	Subtotal	\$ 48,900,000
17	Contingency - 15%	\$ 7,335,000
18	Subtotal with Contingency	\$ 56,235,000
19	Future Value Item 11 (3 years at 5%) = 15.586% <sup>6</sup>	\$ 8,765,000
20	Total	\$ 65,000,000
Approximate Residential Unit Count (subject to further refinement) - 650 Units		

**Notes:**

1. This Opinion has been performed prior to engineering design, and is subject to change and further refinement, with updated Engineering design and / or agency review comments and approval.
2. This Opinion does not include: Impact fees, utility connection fees, cable, gas, or excessive unsuitable material.
3. Soft Cost - Engineering / Platting / Testing / Lawyer Fees and Asbuilts included as part of each item listed above.
4. Unit Cost based on "Order of Magnitude" and are subject to further refinement.
5. Wetland Mitigation cost per acre provided by Environmental Services, Inc.
6. Inflation factor assumed to be at 5% per year for 3 years (rounded).
7. Cost for these items provided by the Owner and Includes entry signage.
8. Amenity not part of the CDD expenses as requested by the Owner.
9. The Entrance at Old Kings Road and Town Center Blvd. assumes that the improvements only include a simple turn lane but not major offsite improvements to the intersection and adjacent bridge replacements / modifications.
10. Gopher Tortoise cost provided by Environmental Services, Inc.
11. Tree Mitigation is estimate only and subject to final design and agency approval.



England - Thims & Miller, Inc.  
14775 Old St. Augustine Road  
Jacksonville, Fl. 32258  
(904) 265-3163    Reg No: 2584

## Coquina Shores Community Development District

### Proposed Funding, Maintenance and Ownership for District Facilities

#### EXHIBIT 5

Revised Date: April 14, 2023

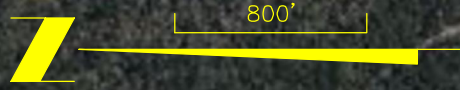
No.	Facility	Financing Entity	Ownership	Operation / Maintenance
1	Entrance Road Infrastructure (Utilities, Storm / Pavement) (Outside Entry Gate)	District	District	District
2	Roadway Infrastructure (Utilities and Storm) (Inside Entry Gate)	Developer	HOA Storm and Pavement / City Utilities	HOA Storm / City Utilities
3	SR100 Improvements excludes Traffic Signal	District	FDOT	FDOT
4	SR100 - Traffic Signal (offsite)	District	FDOT	FDOT
5	Entrance at Old Kings. excludes Traffic Signal	District	City of Palm Coast	City of Palm Coast
6	Earthworks and Master Storm Water System	District	District	District
7	Onsite - Lift Station / Master Utilities (Wm / San / Re)	District	City of Palm Coast	City of Palm Coast
8	Offsite - Lift Station / Master Utilities (Wm / San / Re)	District	City of Palm Coast	City of Palm Coast
9	Amenity Center	Developer	HOA	HOA
10	Landscape, Irrigation, Hardscape, Entry Signage (Primary & Secondary Entrances)	District	District	District
11	Common Areas and Neighborhood Parks	Developer	HOA	HOA
12	Tree Mitigation for onsite impacts	District	District	District
13	Electrical Conduits and Street Lights	District	FPL	FPL
14	Wetland Mitigation for onsite impacts	District	-	-
15	Gopher Tortoise for onsite impacts	District	-	-

**Note:**

\* The electric utility company, Florida Power & Light (FPL) will own, operate and maintain all of the electrical mains and the associated electrical equipment. These electrical mains, electrical system and electrical equipment are not part of the District's Master Project. However, installation of electrical conduits may be constructed by the CDD and then reimbursed / paid for by the Developer.

# EXHIBIT 6

NOTE:  
AERIAL PHOTOGRAPH PROVIDED BY  
MICROSOFT CORP. 2023; MAXAR 2022;  
CNES 2022; AND DISTRIBUTION AIRBUS DS.



**LEGEND**

- RESIDENTIAL
- CONSERVATION

GRAHAM SWAMP

STATE ROAD 100

LEHIGH CANAL

OLD KINGS ROAD

FLUM MAP  
COQUINA SHORES CDD

4-12-23

**ETM**  
VISION • EXPERIENCE • RESULTS

**England-Thins & Miller, Inc.**  
1525 International Parkway, Suite 1011  
Lake Mary, FL 32746  
TEL: (407) 536-5379  
REG - 2584 LC - 0000316

PLOTTED: April 13, 2023 - 8:02 AM, BY: Scott Lockwood

# EXHIBIT 7

**COQUINA SHORES  
COMMUNITY DEVELOPMENT  
DISTRICT**

**Statement  
Of  
Estimated Regulatory Costs**

**April 18, 2023**



**Provided by**

**Governmental Management Services, LLC  
475 West Town Place Suite 114  
St. Augustine Florida 32092  
Phone: 904-940-5850  
Website: [www.gmsnf.com](http://www.gmsnf.com)**

# **STATEMENT OF ESTIMATED REGULATORY COSTS**

## **1.0 Introduction, Purpose, and Scope**

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to form **Coquina Shores Community Development District** (“District”). The proposed District will comprise approximately 505.62 acres of land located entirely within the City of Palm Coast, Florida (the “City”). The limitations on the scope of this SERC are explicitly set out in Section 190.002 (2)(d), *Florida Statutes* as follows: “That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

## **1.2 Overview of the Coquina Shores Community Development District**

The proposed District is designed to provide community infrastructure, services, and facilities along with public facility operation and maintenance to the proposed District. The District is planned for development of approximately 505.62 acres and is anticipated to include approximately 650 residential units. All development units are authorized for inclusion in the District.

A community development district (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, *Florida Statutes*, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers.” Section 190.002 (1) (a) *Florida Statutes*.

A CDD is not a substitute for the local, general-purpose government unit, i.e., the City or County in which the CDD lies. A CDD does not have the permitting, zoning or police powers possessed by general purpose governments. A community development district is an alternative means of financing, constructing, operating, and maintaining community infrastructure for community development.

## **1.3 Requirements for Statement of Estimated Regulatory Costs**

Section 120.541(2), *Florida Statutes* (2022), defines the elements of a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.



2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency<sup>1</sup>, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) An analysis of the impact on small businesses as defined by Section 288.703, *Florida Statutes*, and an analysis of the impact on small counties and small cities as defined by Section 120.52, *Florida Statutes* (the City of Palm Coast is not defined as a small city for purposes of this requirement).

(e) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required complying with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1)(a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

**2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.**

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), *Florida Statutes*. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0.

---

<sup>1</sup> For the purposes of this SERC the term “agency” means the City and the term rule means the ordinance(s), which the City will enact in connection with the District.

**3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.**

As noted above, the development is a community designed for 650 residential units. Formation of the District is expected to result in the provision of roadway improvements, stormwater systems, amenity/entry features conservation/mitigation areas, landscaping improvements and water and sewer improvements. It is not anticipated that anyone outside the development would be affected by the ordinance creating the District.

**4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues.**

**4.1 Costs of Governmental Agencies of Implementing and Enforcing the Ordinance**

**State Government Entities**

There will only be modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed, will encompass less than 506 acres. The modest costs to various State entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to Section 189.018, *Florida Statutes*, the proposed district must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs. Currently that cost is \$175, annually.

**City of Palm Coast**

The proposed land for the District is located within the City and consists of less than 506 acres. The City and their staff members may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. The process the City will follow will not require the City to add resources for the petition process.

These costs to the City are modest for a few reasons. First, according to Chapter 190, *Florida Statutes*, review of the petition to establish the District does not include analysis of the project itself. Such analysis of the project is prohibited by Statute. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Finally, the City processes similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The following information illustrates the minimal nature of any other costs the City may incur due to the approval of the District. Within 30 days of the effective date of approval of the ordinance establishing the District, the District must record a notice of establishment, pursuant to Section 190.0485, *Florida Statutes*. The fees established by the Clerk are designed to cover all costs so there will be no additional costs to the City for the filing.

The annual costs to the City, because of the establishment of the District, are also very small. The proposed District is an independent unit of local government, which is responsible for its budget, administration, reporting and established powers within its boundaries. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City.

Further, pursuant to Section 190.008, *Florida Statutes*, the District must provide the City with its annual budget but there is no action required by the City. Also pursuant to Section 189.08(2), *Florida Statutes*, the District must provide public facilities report to the City. The purpose of the report is to help foster and promote coordination between the City and the District regarding public facilities. The report helps to eliminate possible duplicated facilities and the provision of services. The report also assists the City in the evaluation of the capital improvement element of the City Comprehensive Plan. Costs to the City related to the public facilities report are minimal because the City is not required to take any action on the report and the District files the report.

## **4.2 Impact on State and Local Revenues**

Adoption of the proposed ordinance will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard, it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any other unit of government. In accordance with State and federal law, debts of the District are strictly its own responsibility.

## **5.0 A good faith estimate of the transactional costs are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.**

### **5.1 Proposed Improvements and Services**

Table 1 included later in this report, provides an outline of the various facilities the proposed District may finance, own, and maintain, including what improvements the Developer may finance. This table also provides proposed ownership and maintenance of certain improvements by the HOA and City after construction. Any of the proposed improvements may be financed by the developer and dedicated or assigned to the homeowners' association for ownership and operations.

## 5.2 Cost Estimate for Proposed Facilities

Table 2 included later in this report, outlines the petitioners estimated design and development costs for providing the capital facilities. Total design and development costs for these facilities are estimated to be approximately **(\$65,000,000)**. The District may issue special assessment or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all properties in the District that may benefit from the District's capital improvement program as outlined in Table 1.

Infrastructure cost estimates are based on preliminary estimates of probable construction costs estimated from the most recent Conceptual Plans. The infrastructure consists of the following categories:

Prospective, future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. Residing within the District is completely voluntary. Ultimately, all owners and users of the affected property choose to accept the non-ad valorem assessments in exchange for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the seller to all prospective purchasers of property within the District.

A CDD provides residents with the option of having higher levels of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, City provision, or through developer equity and/or bank loans.

In considering these costs it shall be noted that occupants of the lands to be included within the District will receive four major classes of benefits.

First, those residents in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the community services and infrastructure will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services, and improvements to these lands.

Third, a CDD is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality, and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, the CDD has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the County's tax bill pursuant to Section 197.3632, *Florida Statutes*.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

**6.0 An analysis of the impact on small businesses as defined by Section 288.703(6), *Florida Statutes*, and an analysis of the impact on small counties and small cities as defined by Section 120.52, *Florida Statutes*.**

There will be no impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid all its contracts. This affords small businesses the opportunity to bid on District work.

The City has a population in 2020 that is greater than 10,000. Therefore, the City is not defined as a "small City" according to Section 120.52 (18), *Florida Statutes*.

**7.0 Any additional useful information.**

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the developer's engineer and other professionals associated with the developer.

**8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1)(a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.**

There have not been good faith written proposals submitted to the agency as described in Section 120.541(1)(a), *Florida Statutes*.

**Table 1: Proposed Improvements and Services**

<b>Coquina Shores Community Development District</b>				
<b>Proposed Funding, Maintenance and Ownership for District Facilities</b>				
<b>EXHIBIT 5</b>				
Revised Date: April 14, 2023				
<b>No.</b>	<b>Facility</b>	<b>Financing Entity</b>	<b>Ownership</b>	<b>Operation / Maintenance</b>
1	Entrance Road Infrastructure (Utilities, Storm / Pavement) (Outside Entry Gate)	District	District	District
2	Roadway Infrastructure (Utilities and Storm) (Inside Entry Gate)	Developer	HOA Storm and Pavement / City Utilities	HOA Storm / City Utilities
3	SR100 Improvements excludes Traffic Signal	District	FDOT	FDOT
4	SR100 - Traffic Signal (offsite)	District	FDOT	FDOT
5	Entrance at Old Kings. excludes Traffic Signal	District	City of Palm Coast	City of Palm Coast
6	Earthworks and Master Storm Water System	District	District	District
7	Onsite - Lift Station / Master Utilities (Wm / San / Re)	District	City of Palm Coast	City of Palm Coast
8	Offsite - Lift Station / Master Utilities (Wm / San / Re)	District	City of Palm Coast	City of Palm Coast
9	Amenity Center	Developer	HOA	HOA
10	Landscape, Irrigation, Hardscape, Entry Signage (Primary & Secondary Entrances)	District	District	District
11	Common Areas and Neighborhood Parks	Developer	HOA	HOA
12	Tree Mitigation for onsite impacts	District	District	District
13	Electrical Conduits and Street Lights	District	FPL	FPL
14	Wetland Mitigation for onsite impacts	District	-	-
15	Gopher Tortoise for onsite impacts	District	-	-

**Note:**  
 \* The electric utility company, Florida Power & Light (FPL) will own, operate and maintain all of the electrical mains and the associated electrical equipment. These electrical mains, electrical system and electrical equipment are not part of the District's Master Project. However, installation of electrical conduits may be constructed by the CDD and then reimbursed / paid for by the Developer.

**Table 2: Cost Estimate for Proposed Facilities**

<b>Coquina Shores Community Development District</b>		
<b>Opinion of Probable Cost</b>		
<b>EXHIBIT 5</b>		
Revised Date: April 14, 2023		
No.	Item	Amounts
1	Roadway Infrastructure (Utilities / Pavement / Storm) <sup>3,4</sup> (Outside Gate Entry)	\$ 1,300,000
2	Roadway Infrastructure (Utilities and Storm) <sup>3,4</sup> (Inside Gated Entry)	\$ 20,650,000
3	SR100 Improvements excludes Traffic Signal (offsite)	\$ 400,000
4	SR100 - Traffic Signal (offsite) (if required)	\$ 750,000
5	Entrance at Old Kings / Town Center Blvd. excludes Traffic Signal <sup>9</sup>	\$ 500,000
6	Earthworks and Master Storm Water System <sup>3,4</sup>	\$ 14,000,000
7	Onsite - Lift Station / Master Utilities (Wm / San / Reuse) <sup>3,4</sup>	\$ 3,060,000
8	Offsite - Master Utility System (Water / Sanitary / Reuse Main) <sup>4,5</sup>	\$ 1,600,000
9	Amenity Center <sup>8</sup>	\$ -
10	Common Areas and Neighborhood Parks <sup>7</sup>	\$ -
11	Landscape, Irrigation, Hardscape <sup>7</sup>	\$ 2,466,500
12	Tree Mitigation for onsite impacts <sup>11</sup>	\$ 490,000
13	Electrical Conduits and Street Lights <sup>7</sup>	\$ 1,073,700
14	Wetland Mitigation for onsite impacts (23 Acres) <sup>3</sup>	\$ 2,309,800
15	Gopher Tortoise for onsite impacts <sup>10</sup>	\$ 300,000
16	Subtotal	<b>\$ 48,900,000</b>
17	Contingency - 15%	\$ 7,335,000
18	Subtotal with Contingency	<b>\$ 56,235,000</b>
19	Future Value Item 11 (3 years at 5%) = 15.586% <sup>6</sup>	\$ 8,765,000
20	<b>Total</b>	<b>\$ 65,000,000</b>
<b>Approximate Residential Unit Count (subject to further refinement) - 650 Units</b>		
<p><b>ETM</b>  <b>England - Thims &amp; Miller, Inc.</b>  <b>VISION • EXPERIENCE • RESULTS</b>  <b>England - Thims &amp; Miller, Inc.</b>                      14775 Old St. Augustine Road                      Jacksonville, FL 32258                      (904) 265-3163 Reg No: 2584</p> <p><b>Notes:</b>                      1. This Opinion has been performed prior to engineering design, and is subject to change and further refinement, with updated Engineering design and / or agency review comments and approval.                      2. This Opinion does not include: Impact fees, utility connection fees, cable, gas, or excessive unsuitable material.                      3. Soft Cost - Engineering / Platting / Testing / Lawyer Fees and Asbuilts included as part of each item listed above.                      4. Unit Cost based on "Order of Magnitude" and are subject to further refinement.                      5. Wetland Mitigation cost per acre provided by Environmental Services, Inc.                      6. Inflation factor assumed to be at 5% per year for 3 years (rounded).                      7. Cost for these items provided by the Owner and includes entry signage.                      8. Amenity not part of the CDD expenses as requested by the Owner.                      9. The Entrance at Old Kings Road and Town Center Blvd. assumes that the improvements only include a simple turn lane but not major offsite improvements to the intersection and adjacent bridge replacements / modifications.                      10. Gopher Tortoise cost provided by Environmental Services, Inc.                      11. Tree Mitigation is estimate only and subject to final design and agency approval.</p>		

# EXHIBIT 8



**AUTHORIZATION OF AGENT**

This letter shall serve as a designation of Jere Earlywine and Katie Buchanan of Kutak Rock LLP to act as agent for Petitioner, JX PALM COAST LAND, LLC, with regard to any and all matters pertaining to the Petition to the City Council of the City of Palm Coast, Florida, to Establish the Coquina Shores Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, Section 190.156(1), Florida Statutes. This authorization shall remain in effect until revoked in writing.

**Witnessed:**

Marcy McBride  
Print Name: Marcy McBride  
Evgeny Munkov  
Print Name: Evgeny Munkov

**JX PALM COAST LAND, LLC**

Blaz Kovacic  
By: Blaz Kovacic  
Its: Vice President

**STATE OF FLORIDA**  
**COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 17<sup>th</sup> day of April 2023, by Blaz Kovacic, as Vice President of JX Palm Coast Land, LLC, on its behalf. He  is personally known to me or  produced \_\_\_\_\_ as identification.

Marcy McBride  
NOTARY PUBLIC, STATE OF FLORIDA

Name: Marcy McBride  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



# City of Palm Coast, Florida Agenda Item

Agenda Date: July 18, 2023

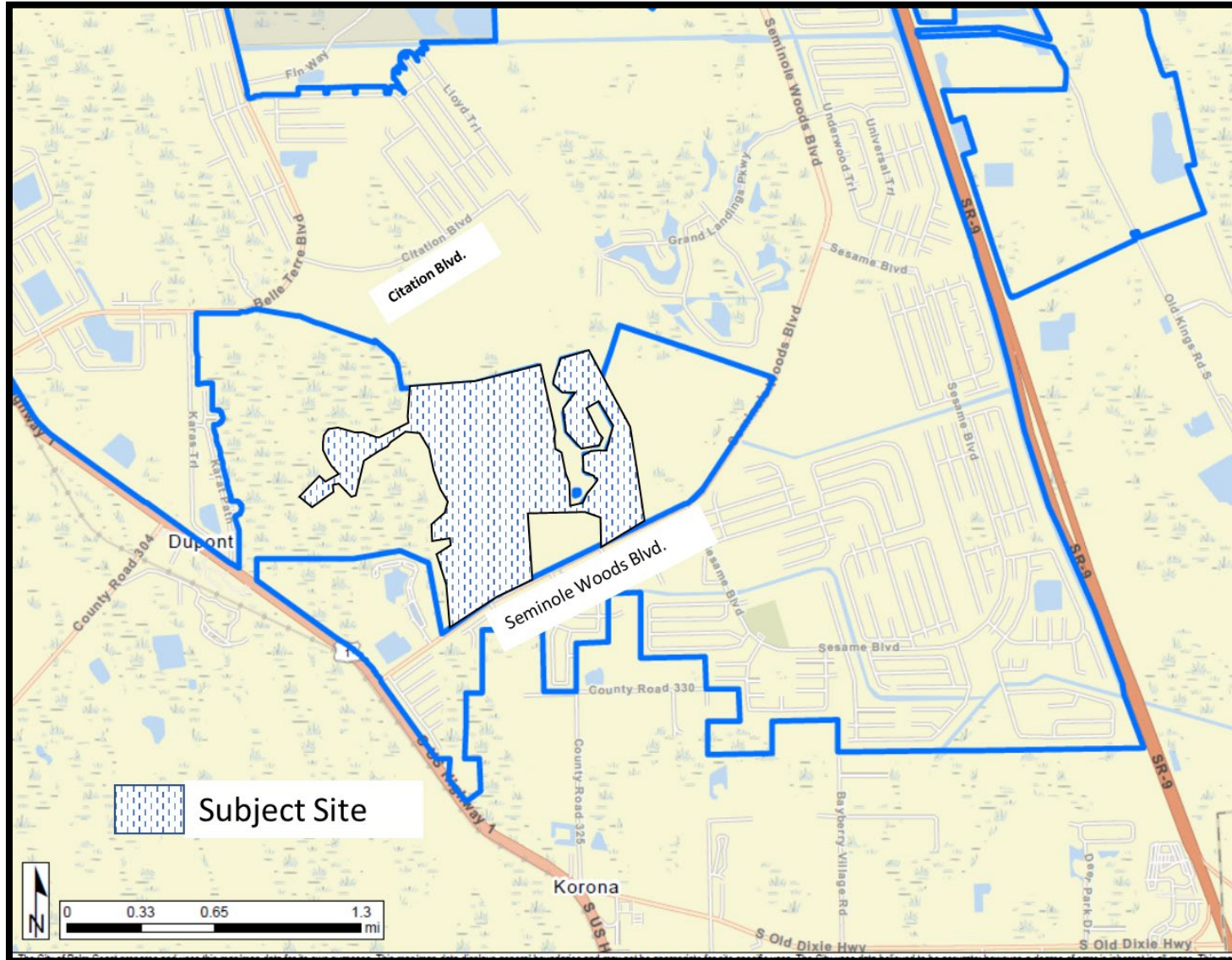
<b>Department</b>	COMMUNITY DEVELOPMENT	<b>Amount</b>
<b>Division</b>	PLANNING	<b>Account #</b>
<b>Subject</b>	ORDINANCE 2023-XX VOLUNTARY ANNEXATION OF A 330.8 ACRES SOUTH OF FLAGLER COUNTY AIRPORT ON THE NORTH/WEST SIDE OF SEMINOLE WOODS BOULEVARD	
<b>Presenter: Jose Papa, AICP, Senior Planner</b>		
<b>Background:</b>		
<p><b>This is a quasi-judicial item, please disclose any ex parte communication.</b></p> <p>Property Owner, Byrndog PCP, LLC has filed a petition to voluntarily annex real property into the City of Palm Coast municipal boundaries.</p> <p>The subject parcel is approximately 330.8 acres, and is generally located south of the Flagler County Airport on the north/west side of Seminole Woods Blvd.</p> <p>The annexation of the subject property is being accomplished in accordance with Florida Statutes, Chapter 171. The proposed annexation meets the criteria set forth in Subsection 171.043, Florida Statutes regarding the character of the area to be annexed:</p> <ul style="list-style-type: none"> <li>• The property’s boundary is contiguous to the City’s existing boundary.</li> <li>• The property is reasonably compact, and is not part of another incorporated municipality and will be used for urban purposes.</li> <li>• The proposed annexation will not create an enclave.</li> </ul> <p>Additionally, the subject area is within the Palm Coast Service Area for water and sewer services, and per Ordinance 2003-23 and 2007-03, is required to annex in order to receive utility service from the City.</p>		
<p><b>Recommended Action:</b>  <b>STAFF FINDS THE ANNEXATION REQUEST MEETS THE STATUTORY REQUIREMENTS FOR A VOLUNTARY ANNEXATION</b></p>		

# VOLUNTARY ANNEXATION

Byrndog PCP, LLC  
Cascades

City Council  
July 18, 2023

# Background



- 330.8+/- acre site  
3.0 miles south of  
State Road 100 on  
the westside of  
Seminole Woods  
Blvd.
- Vacant

# Voluntary Annexation

Florida Statutes – Chapter 171.044

*(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.*

Finding: the subject area is contiguous on its northern and southern property line to the City of Palm Coast municipal boundary, and the property is reasonably compact.

# Voluntary Annexation

Florida Statutes – Chapter 171.044

*(5) Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.*

Finding: the annexation of the property does not create an enclave (i.e., a municipal parcel or area does not become enclosed within the boundaries of the City of Palm Coast).

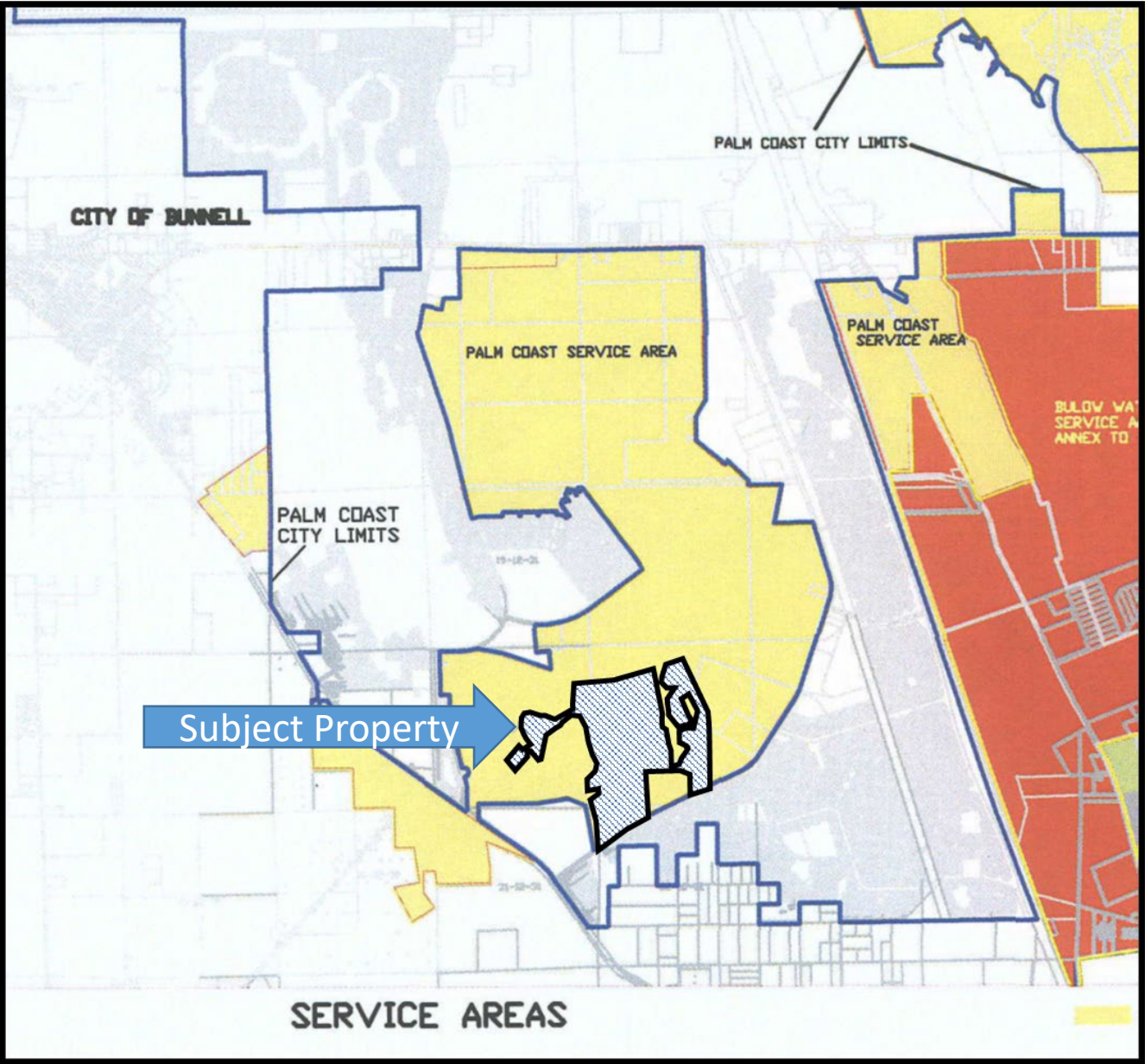
# Voluntary Annexation

Ordinance 2003-23, Section 3(e) & 2007-03

*Section 3(e) – Policy to require annexation as a condition to receive utility service. Area required to annex is clarified by Settlement Agreement.*

Finding: the subject area is within the city's utility service area.

# Voluntary Annexation





# Conclusion

Staff finds that the petition from Byrndog PCP, LLC to annex an approximately 330.8 acre area meets the criteria established in Florida Statutes Chapter 171.044 Voluntary Annexation.

Additionally, the subject area is required to annex in order to receive utility service from the City.

# Questions?

**ORDINANCE 2023-\_\_\_\_\_**  
**ANNEXATION OF THE CASCADES - APPLICATION NO. 5108**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF PALM COAST; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 330.81 OF PROPERTY DESCRIBED IN EXHIBIT “A” TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, *FLORIDA STATUTES*; PROVIDING FOR ANNEXATION OF REAL PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON AD VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, a Petition for Annexation has been filed with the City Clerk of the City of Palm Coast, Florida, which petition contains the name of the property owner of the area described in this Ordinance in Exhibit “A,” and requests annexation into the incorporated area and City Limits of the City of Palm Coast, Florida; and

**WHEREAS**, the City’s staff has certified that the property owner has signed the petition for Annexation; and

**WHEREAS**, the City Council hereby finds that the property described hereinafter is reasonably compact and contiguous to the corporate areas of the City of Palm Coast, Florida, and it is further determined that the annexation of said property will not result in the creation of any enclaves, and it is further determined that the property otherwise fully complies with the requirements of State law; and

**WHEREAS**, the City of Palm Coast, Florida, is in a position to provide municipal services to the property described herein, and the City Council of the City of Palm Coast, Florida, deems it in the best interests of the City to accept said Petition for Annexation and to annex said property; and

**WHEREAS**, pursuant to, and in compliance with the law, notice has been given by publication once a week for two consecutive weeks in a newspaper of general circulation notifying

the public of this proposed Ordinance and of public hearings to be held at City Hall in the City of Palm Coast, see the affidavit of publication, attached hereto and incorporated herein as Exhibit “C”; and

**WHEREAS**, the provisions of this ordinance and the actions taken herein are consistent with the City’s Comprehensive Plan and State law; and

**WHEREAS**, public hearings were held pursuant to the requirements of State law and in conformity with the published notice described above at which hearings the parties in interest and all others had an opportunity to be, and were in fact, heard; and

**WHEREAS**, it is the City’s best interest to annex property which provides economic and other benefits to the City wherever possible.

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

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

(a) The property that is the subject of this Ordinance and the Petition for Annexation is described in Exhibits “A” and “B” in Section 2 of this Ordinance.

(b) The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council of the City of Palm Coast. The City Council of the City of Palm Coast finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section.

(c) The City Council of the City of Palm Coast adopts as legislative and administrative findings the fact that the land area described in Section 2 of this Ordinance (hereinafter referred to as the “Area”) is reasonably compact and contiguous to the present Corporate Limits of the City of Palm Coast, and that no part of the Area is within the boundary of another municipality or the County in any manner or configuration that would contravene the provisions of Florida law or be contrary to sound and generally accepted land use planning practices and principles. The City Council of the City of Palm Coast finds that the annexation of the Area does not create an enclave and that the Area otherwise fully meets the criteria established in Chapter 171, *Florida Statutes*.

(d) The City Council of the City of Palm Coast has applied the laws of the State of Florida, Chapter 171, *Florida Statutes*, as well as the case law analyzing, construing and applying said statutory provisions, and the legislative intent pertaining to said statutory provisions as set forth in legislative reports. Further, in compliance with Section 171.044, *Florida Statutes*, the City of Palm Coast published the notice of annexation in the Palm Coast News Tribune once each week

for two consecutive weeks as evidenced by the affidavit of publication attached hereto and incorporated herein as Exhibit “C.”

(e) The City Council of the City of Palm Coast finds and determines that there is competent substantial evidence to support the findings and determinations made in this Section and that no other action of the City is required to fully implement an annexation of the Area as set forth herein.

**SECTION 2. ANNEXATION OF PROPERTY/AMENDMENT OF CORPORATE/CITY LIMITS.** The lands described in Exhibit “A” and shown on the map in Exhibit “B,” attached hereto, (“Area”) be and they are hereby annexed to and included within the corporate limits of the City of Palm Coast, Florida.

**SECTION 3. RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES.**

(a) Upon this Ordinance becoming effective, the property owner shall be entitled to all the rights and privileges and immunities as are from time to time granted to property owners of the City of Palm Coast, Florida, as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time to time be determined by the City Council of the City of Palm Coast, Florida, and the provisions of Chapter 171, *Florida Statutes*.

(b) Upon annexation, the Area shall retain the zoning classification established by the Land Development Code of Flagler County, the land development approvals granted by Flagler County, and a land use designation as assigned by the Flagler County Comprehensive Plan in accordance with the provisions of Section 171.062, *Florida Statutes*, until otherwise changed or amended by an appropriate ordinance or by a number of ordinances as may be enacted by the City Council of the City of Palm Coast, Florida.

**SECTION 4. EFFECT ON AD VALOREM TAXES.** All property lying within the boundaries of the Corporate/City Limits of the City of Palm Coast, Florida, as hereby revised, shall hereafter be assessed for payment of municipal ad valorem taxes pursuant to law.

**SECTION 5. EFFECT ON BUSINESSES AND OCCUPATIONS.** All persons who are lawfully engaged in any occupation, business, trade or profession, within the Area upon the effective date of this Ordinance, under a valid license or permit issued by Flagler County, Florida, shall have the right to continue such occupation, business, trade or profession within the corporate limits of the City of Palm Coast, as revised, upon the securing of a valid business tax receipt from

the City of Palm Coast, which receipt shall be issued upon payment of the appropriate fee there, without the necessity of taking or passing any additional examination or test relating to the qualifications of such licenses.

**SECTION 6. CONFLICTS.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**SECTION 7. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such constitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

**SECTION 8. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Palm Coast, Florida, and pursuant to the City Charter.

**APPROVED** on First Reading the 18<sup>th</sup> day of July 2023.

**ADOPTED** on Second Reading after due public notice and public hearing this 1<sup>st</sup> day of August 2023.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

Attachments: Exhibit A - Legal Description of Annexation Area  
Exhibit B - Depiction of Annexation Area  
Exhibit C - Affidavit of Publication

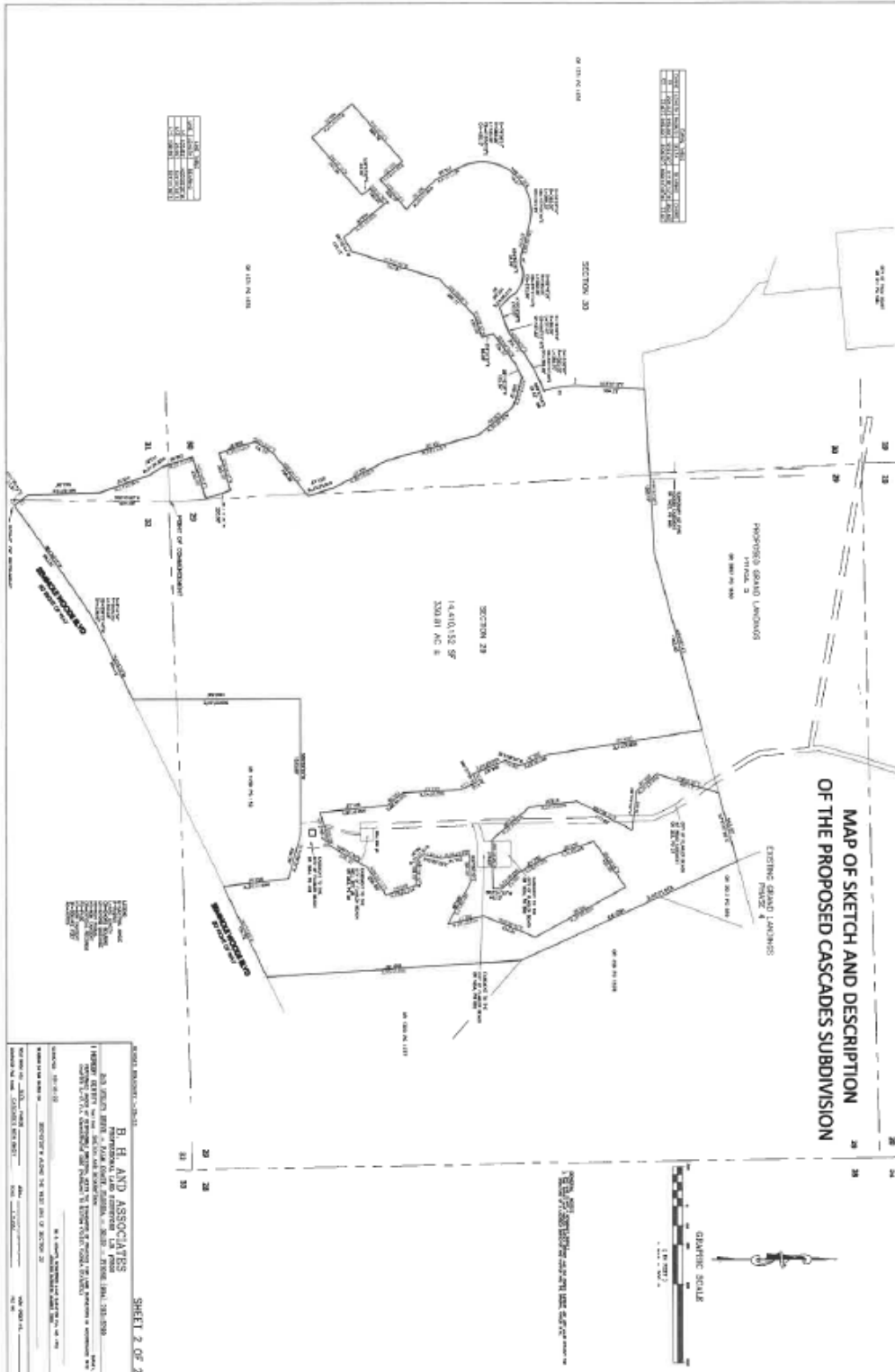
**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF ANNEXATION AREA**

PART OF GOVERNMENT SECTIONS 29, 30, 31 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 32, THENCE S00°45'50"W ALONG THE WEST LINE OF SAID SECTION 32 A DISTANCE OF 1224.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF SEMINOLE WOODS BOULEVARD, AN 80 FOOT RIGHT OF WAY; THENCE N54°30'21"E ALONG SAID RIGHT OF WAY A DISTANCE OF 51.61 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY N35°28'37"W A DISTANCE OF 135.83 FEET; THENCE N01°32'11"W A DISTANCE OF 552.39 FEET; THENCE N19°37'47"W A DISTANCE OF 412.10 FEET; THENCE N32°40'10"W A DISTANCE OF 110.81 FEET; THENCE N17°11'33"W A DISTANCE OF 238.96 FEET; THENCE N72°48'27"E A DISTANCE OF 330.00 FEET; THENCE N17°11'33"W A DISTANCE OF 200.00 FEET; THENCE S72°48'27"W A DISTANCE OF 300.00 FEET; THENCE N17°11'33"W A DISTANCE OF 288.37 FEET; THENCE N30°45'57"E A DISTANCE OF 156.00 FEET; THENCE N50°34'11"E A DISTANCE OF 436.26 FEET; THENCE N16°53'57"W A DISTANCE OF 207.43 FEET; THENCE N26°57'36"W A DISTANCE OF 468.07 FEET; THENCE N15°17'20"W A DISTANCE OF 724.55 FEET; THENCE N39°35'09"W A DISTANCE 330.89 FEET; THENCE N72°21'03"W A DISTANCE OF 239.12 FEET; THENCE S61°42'28"W A DISTANCE OF 125.39 FEET; THENCE S53°56'04"W A DISTANCE OF 276.63 FEET; THENCE S19°31'27"E A DISTANCE OF 88.08 FEET; THENCE S70°28'33"W A DISTANCE OF 180.00 FEET; THENCE S46°09'36"W A DISTANCE OF 385.77 FEET; THENCE S17°31'40"W A DISTANCE OF 703.87 FEET; THENCE S61°15'44"W A DISTANCE OF 120.13 FEET; THENCE N39°04'45"W A DISTANCE OF 403.19 FEET; THENCE S48°32'16"W A DISTANCE OF 160.92 FEET; THENCE S36°12'37"E A DISTANCE OF 83.08 FEET; THENCE S48°32'16"W A DISTANCE OF 585.38 FEET; THENCE N39°04'45"W A DISTANCE OF 403.19 FEET; THENCE N48°32'16"E A DISTANCE OF 585.38 FEET; THENCE S39°04'45"E A DISTANCE OF 220.30 FEET; THENCE N48°32'16"E A DISTANCE OF 305.17 FEET; THENCE N46°05'07"W A DISTANCE OF 306.30 FEET; THENCE N27°11'14"W A DISTANCE OF 218.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 76°08'51", BEING SUBTENDED WITH A CHORD BEARING OF N10°53'12"E AND A CHORD DISTANCE OF 450.17 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 485.09 FEET TO THE POINT OF TANGENCY THEREOF: THENCE N48°57'38"E A DISTANCE OF 16.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 56°24'16", BEING SUBTENDED WITH A CHORD BEARING OF N77°09'46"E AND A CHORD DISTANCE OF 344.99 FEET; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 359.32 FEET TO THE POINT OF TANGENCY THEREOF; THENCE S74°38'06"E A DISTANCE OF 277.50 FEET; THENCE N84°52'56"E A DISTANCE OF 34.99 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 88°48'36", BEING SUBTENDED WITH A CHORD BEARING OF S71°11'44"E AND A CHORD DISTANCE OF 272.89 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 302.26 FEET; THENCE S47°50'43"E A DISTANCE OF 107.68 FEET; THENCE N70°28'26"E A DISTANCE OF 177.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 16°32'15", BEING SUBTENDED WITH A CHORD BEARING OF N62°12'19"E AND A CHORD DISTANCE OF 27.33 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE LEFT FOR AN ARC LENGTH OF 27.42 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N53°56'11"E A DISTANCE OF 204.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 15°30'57", BEING SUBTENDED WITH A CHORD BEARING OF N61°41'40"E AND A CHORD DISTANCE OF

284.82 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC LENGTH OF 285.70 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N69°27'08"E A DISTANCE OF 29.52 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 945.00 FEET, A CENTRAL ANGLE OF 12°22'57", BEING SUBTENDED WITH A CHORD BEARING OF N11°01'12"W AND A CHORD DISTANCE OF 203.83 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF 08°09'57", BEING SUBTENDED WITH A CHORD BEARING OF N00°44'46"W AND A CHORD DISTANCE OF 77.61 FEET; THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 77.67 FEET TO THE POINT OF TANGENCY; THENCE N03°20'13"E, A DISTANCE OF 504.26 FEET; THENCE N86°33'58"E, A DISTANCE OF 1262.17 FEET; THENCE N74°58'14"E, A DISTANCE OF 1393.40 FEET; THENCE S08°33'17"E, A DISTANCE OF 1204.63 FEET; THENCE S21°31'33"E, A DISTANCE OF 231.71 FEET; THENCE S19°36'50"W, A DISTANCE OF 119.80 FEET; THENCE S23°03'10"E, A DISTANCE OF 266.90 FEET; THENCE N61°27'01" E, A DISTANCE OF 72.25 FEET; THENCE S21°32'33"E, A DISTANCE OF 25.00 FEET; THENCE S24°44'50"E, A DISTANCE OF 109.86 FEET; THENCE S02°50'42"E, A DISTANCE OF 443.43 FEET; THENCE S38°46'38"E, A DISTANCE OF 155.36 FEET; THENCE S05°31'05"E, A DISTANCE OF 521.33 FEET; THENCE N73°59'21"E, A DISTANCE OF 259.08 FEET; THENCE N30°18'30"E, A DISTANCE OF 338.21 FEET; THENCE N56°02'13"E, A DISTANCE OF 256.60 FEET; THENCE N17°18'02"W, A DISTANCE OF 245.64 FEET; THENCE N87°58'47", A DISTANCE OF 188.15 FEET; THENCE N43°23'44"W, A DISTANCE OF 70.31 FEET; THENCE N15°25'25"E, A DISTANCE OF 131.43 FEET; THENCE N08°57'10"W, A DISTANCE OF 221.74 FEET; THENCE N87°20'40"E, A DISTANCE OF 215.08 FEET; THENCE S61°08'13"E, A DISTANCE OF 365.39 FEET; THENCE N12°27'20"W, A DISTANCE OF 282.17 FEET; THENCE N22°28'43"E, A DISTANCE OF 424.41 FEET; THENCE N28°35'48"W, A DISTANCE OF 795.82 FEET; THENCE S54°59'59"W, A DISTANCE OF 426.05 FEET; THENCE S17°21'11"E, A DISTANCE OF 363.39 FEET; THENCE S27°42'03"E, A DISTANCE OF 252.43 FEET; THENCE S43°50'42"E, A DISTANCE OF 194.13 FEET; THENCE S03°24'22"W, A DISTANCE OF 68.13 FEET; THENCE S89°33'00"W, A DISTANCE OF 376.08 FEET; THENCE N40°54'31"W, A DISTANCE OF 373.09 FEET; THENCE N07°01'37"W, A DISTANCE OF 373.59 FEET; THENCE N27°35'02"E, A DISTANCE OF 477.92 FEET; THENCE N83°09'02"W, A DISTANCE OF 296.11 FEET; THENCE N39°33'00"W, A DISTANCE OF 205.29 FEET; THENCE N16°56'05"E, A DISTANCE OF 497.13 FEET; THENCE N75°00'26"E, A DISTANCE OF 543.88 FEET; THENCE S24°13'34"E, A DISTANCE OF 1829.93 FEET; THENCE S03°31'05"E, A DISTANCE OF 1951.81 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID SEMINOLE WOODS BOULEVARD; THENCE S64°15'15"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 771.72 FEET; THENCE N06°32'52"W LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 503.88 FEET; THENCE N74°26'31"W, A DISTANCE OF 350.75 FEET; THENCE S89°59'26"W, A DISTANCE OF 1033.69 FEET; THENCE S00°00'34"E, A DISTANCE OF 1283.56 FEET TO A POINT ON THE AFORESAID NORTHWESTERLY RIGHT-OF- WAY LINE OF SEMINOLE WOODS BOULEVARD; THENCE S64°15'15"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 548.03 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 09°44'54", BEING SUBTENDED WITH A CHORD BEARING OF S59°22'48"W AND A CHORD DISTANCE OF 339.87 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 340.28 TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S54°30'21"W CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 863.21 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 14,410,152 SQUARE FEET AND/OR 330.81 ACRES MORE OR LESS



**EXHIBIT "B"**  
**DEPICTION OF ANNEXATION AREA**



**EXHIBIT "C"**  
**AFFIDAVIT**

**PROOF OF PUBLICATION**

Virginia Smith  
City of Palm Coast - City Clerk  
160 Lake AVE  
Palm Coast FL 32164-2400

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Flagler/Palm Coast NEWS-TRIBUNE, published in Flagler County, Florida; that the attached copy of advertisement, being a Classified Tab Legal CLEGL, was published on the publicly accessible website of Flagler County, Florida, or in a newspaper by print in the issues of, on:

07/05/2023, 07/12/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/12/2023

Legal Clerk

*Amy Kohott*  
\_\_\_\_\_  
*Kaitlyn Felty*  
\_\_\_\_\_

Notary, State of WI, County of Brown

*317127*  
\_\_\_\_\_

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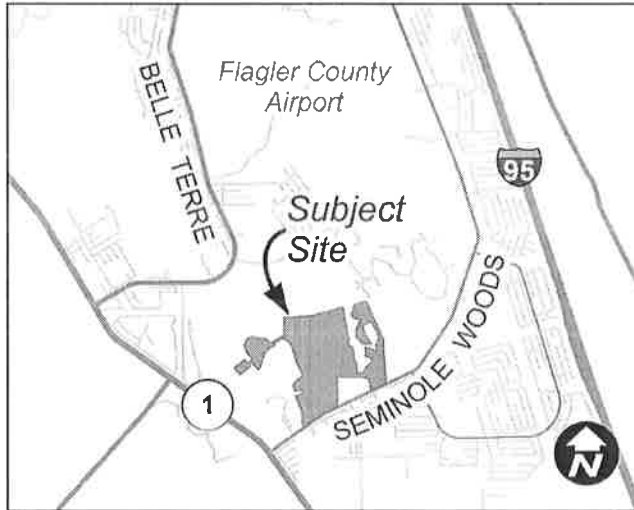
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KAITLYN FELTY  
Notary Public  
State of Wisconsin

# CITY OF PALM COAST, FLORIDA NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF PROPOSED ORDINANCE

NOTICE IS GIVEN by the City of Palm Coast, Florida, that the Council will hold public hearings to consider enactment of Ordinance No. 2023-XX entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, TO ANNEX PROPERTY TO BE INCLUDED WITHIN THE CORPORATE AREA AND CITY LIMITS OF THE CITY OF PALM COAST; PROVIDING FOR THE ANNEXATION OF APPROXIMATELY 330.81 OF PROPERTY DESCRIBED IN EXHIBIT "A" TO THIS ORDINANCE AND LYING IN THE AREAS PROXIMATE TO THE EXISTING CITY LIMITS OF THE CITY OF PALM COAST, FLAGLER COUNTY, FLORIDA; PROVIDING FOR ANNEXATION IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR ANNEXATION OF REAL PROPERTY/ AMENDMENT OF CORPORATE/CITY LIMITS; PROVIDING FOR RIGHTS AND PRIVILEGES RESULTING FROM ANNEXATION/EFFECT OF ANNEXATION UPON LAND USES; PROVIDING FOR EFFECT ON AD VALOREM TAXES; PROVIDING FOR EFFECT ON BUSINESSES AND OCCUPATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.



This notice is pursuant to the provisions of Chapter 166 and 171, Florida Statutes, and the Charter and Ordinances of the City of Palm Coast, Florida as amended and supplemented. Subject annexation meets the statutory criteria for annexation as established in Chapter 171, Florida Statutes.

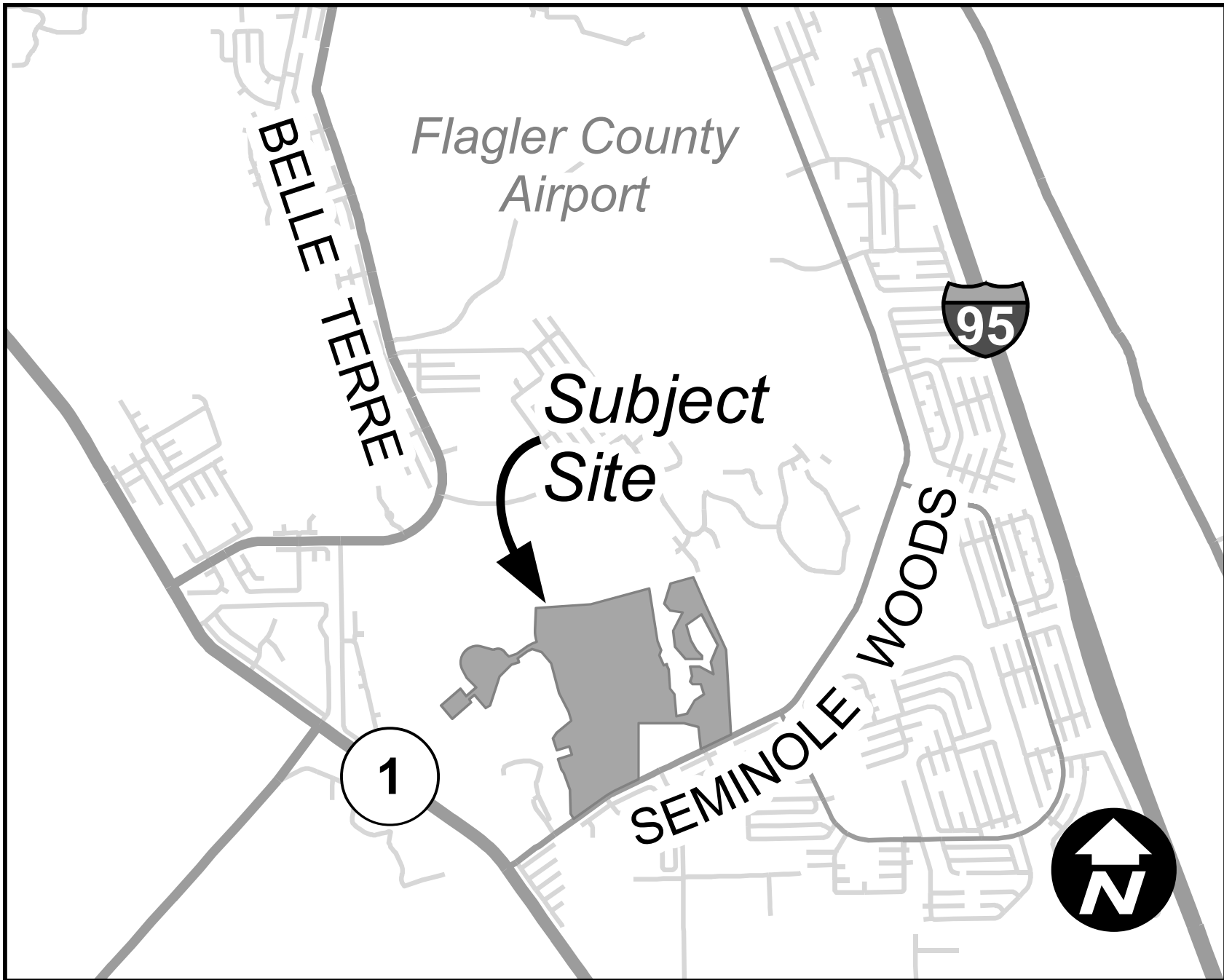
The Council will hold a public hearing to consider Ordinance 2023-XX on July 18, 2023 at 9:00 a.m. or as soon thereafter as possible and on August 1, 2023 at 6:00 p.m. or as soon thereafter as possible.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available on the City website at [www.palmcoastgov.com](http://www.palmcoastgov.com) or may be requested from the office of the City Clerk.

**Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105, Florida Statutes. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact Virginia A. Smith, at 386-986-2570, at least 48 hours prior to the meeting.**

PUBLISH: July 5, 2023  
July 12, 2023

DB-36362748



# City of Palm Coast, Florida Agenda Item

Agenda Date: July 18, 2023

<b>Department</b>	FINANCIAL SERVICES	<b>Amount</b>	
<b>Division</b>		<b>Account</b>	
		<b>#</b>	
<b>Subject</b>	ORDINANCE 2023-XX FRANCHISE FEE AGREEMENT WITH FLORIDA POWER & LIGHT (FPL)		
<b>Presenter: Helena Alves, Director of Financial Services</b>			
<b>Background:</b>			
<b><u>UPDATED BACKGROUND FROM THE JULY 11, 2023, WORKSHOP MEETING:</u></b>			
City Council received a presentation on this item at their July 11, 2023, Workshop Meeting. The proposed Ordinance is attached to this item for Council's consideration.			
<b><u>ORIGINAL BACKGROUND FROM THE JULY 11, 2023, WORKSHOP MEETING:</u></b>			
At the April 25, 2023, Special Budget Workshop, City Council was presented an update on the City Pavement Program funding shortfall. This presentation reviewed funding needs based upon the updated survey that was completed with proposed new revenue options to provide the necessary funding. City Council directed staff to explore new revenue options to maintain the current roadway system condition for arterial and residential roads.			
At the May 23, 2023, Workshop, staff presented to City Council on fund accounting and revenue source restrictions to prepare for the upcoming Fiscal Year 2024 budget. This presentation reviewed the Electric Franchise Fee option as a revenue source and provided information on the use of projected revenue.			
At the June 13, 2023, Workshop, City Council directed staff add to the agenda for July 11, 2023, a presentation and discussion on the implementation of the electric franchise fee agreement with Florida Power & Light (FPL).			
Staff will present to City Council the draft Ordinance for the Electric Franchise Fee Agreement with Florida Power & Light. The effective date of the Ordinance will be October 1, 2023. This Franchise Fee Agreement will provide unrestricted funding for the City.			
<b>Recommended Action:</b>			
<b>ADOPT ORDINANCE 2023-XX FRANCHISE FEE AGREEMENT WITH FLORIDA POWER &amp; LIGHT (FPL)</b>			



# Electric Franchise Fee

Tuesday July 18, 2023

Helena P. Alves, CGFO, CIA, MBA  
Director of Financial Services

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- 30-year term
- Charge or rent for the privilege to use the City's right-of-way
- Provides that the City will not engage in the retail distribution or sale of electricity for the term of the agreement.

Electric Franchise Fee	Estimated Collections as per Florida Power & Light	1,000 KWH Residential bill Estimated Monthly Increase
6%	\$5.75 Million	\$7.78



195 Florida Power & Light communities have a franchise fee including

- Bunnell
- Flagler Beach
- Ormond Beach
- St. Augustine
- Daytona Beach



- ✓ Draft Ordinance for Council Consideration
- ✓ Negotiate Agreement with Florida Power Light

## Next Steps:

- Council Consideration to set dedicated percentage between 0.5% - 6%



# Questions

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE CITY OF PALM COAST, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Palm Coast, Florida recognizes that the City and its citizens need and desire the benefits of electric service; and

**WHEREAS**, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the City does not desire to undertake to provide such services; and

**WHEREAS**, Florida Power & Light Company (FPL) is a public utility which has the demonstrated ability to supply such services; and

**WHEREAS**, FPL and the City desire to enter into a franchise agreement providing for the payment of fees to the City in exchange for the nonexclusive right and privilege of supplying electricity and other services within the City free of competition from the City, pursuant to certain terms and conditions;

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

Section 1. There is hereby granted to Florida Power & Light Company, its

successors and assigns (hereinafter called the "Grantee"), for the period of 30 years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the City of Palm Coast, Florida, and its successors (hereinafter called the "Grantor"), in accordance with the Grantee's customary practice with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (herein called "facilities"), for the purpose of supplying electricity and other services to the Grantor and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 2. The facilities of the Grantee shall be installed, located or relocated so as to not unreasonably interfere with traffic over the public rights-of-way or with reasonable egress from and ingress to abutting property. To avoid conflicts with traffic, the location or relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable

interference with motor vehicular traffic, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers, and (c) shall not require the relocation of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. If removal or relocation of Grantee's facilities is required, and the Grantee fails to remove or relocate such facilities within 30 days after written notice from Grantor, then Grantor may proceed to remove or relocate the facilities and charge Grantee for the cost of the work. Grantee shall be responsible for all costs and expenses to remove or relocate Grantee's facilities due to an unreasonable interference as per Section 337.403, Florida Statutes. Such rules and regulations shall recognize that above-grade facilities of the Grantee installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation. The Grantor shall not be liable to the Grantee for any cost or expense in connection with any relocation of the Grantee's facilities required under subsection (c) of this Section, except, however, the Grantee shall be entitled to reimbursement of its costs from others and as may be provided by law.

Section 3. The Grantor shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the Grantor, its officers, agents, attorneys, servants, employees, or contractors and hold it harmless against any and all liability, loss, cost, injuries (including death), damage, attorney's fees or expense which may accrue to, or be incurred by or charged against the Grantor or any of its officers, agents, attorneys, servants, employees, or contractors by reason of the negligence, gross negligence or intentional torts, default or misconduct of the Grantee in the installation, construction, operation, repair, removal or maintenance of its facilities hereunder. The indemnity hereunder includes not only the costs, expenses and attorneys' fees incurred by the Grantor in defense of any third party's claim (prior to and during all phases of litigation, including trial and post-trial and appellate proceedings) it also includes the costs, expenses and attorneys' fees incurred by the Grantor in the event it must enforce the terms of this indemnity prior to and during all litigation including trial, post-trial and appellate proceedings. This indemnity shall survive termination of this franchise Ordinance, but only for incidents, acts or events, or for acts undertaken by Grantee, which take place during the term of this franchise.

Section 4. All rates and rules and regulations established by the Grantee from time to time shall be subject to such regulation as may be provided by law.

Section 5(a). As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 90 days after the effective date hereof, and each

month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Grantor against the Grantee's property, business or operations and those of its subsidiaries during the Grantee's monthly billing period ending 60 days prior to each such payment will equal six percent (6%) of the Grantee's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the unincorporated areas of the Grantor for the monthly billing period ending 60 days prior to each such payment, and in no event shall payment for the rights and privileges granted herein exceed six percent (6%) of such revenues for any monthly billing period of the Grantee.

The Grantor understands and agrees that such revenues as described in the preceding paragraph are limited to the precise revenues described therein, and that such revenues do not include, by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) franchise fees; (f) Late Payment Charges; (g) Field Collection Charges; (h) other service charges.

Section 5(b). Grantor shall, as provided herein, have the right to change



the percentage remitted by Grantor to any rate between 0.5 percent and 6.0 percent. Grantor shall not exercise such right more than once in any calendar year. If Grantor changes the rate, Grantor shall give Grantee at least 60 days advance written notice prior to the effective date of the new rate, which date shall always be on the first day of a "billing cycle" of the Grantee, and the Grantee shall have 60 days after such new effective date to begin remitting the fee provided for herein to Grantor.

Section 6. As a further consideration, during the term of this franchise or any extension thereof, the Grantor agrees: (a) not to engage in the distribution and/or sale, in competition with the Grantee, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer formerly served by the Grantee, (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate the Grantee to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies), and (c) not to seek to have the Grantee transmit and/or distribute electric capacity and/or electric energy generated by or on behalf of the Grantor at one location to the Grantor's facility(ies) at any other location(s). Nothing specified herein shall prohibit the Grantor from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act.

Nothing herein shall prohibit the Grantor, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii)

from seeking to have the Grantee transmit and/or distribute to any facility(ies) of the Grantor electric capacity and/or electric energy purchased by the Grantor from any other person; provided, however, that before the Grantor elects to purchase electric capacity and/or electric energy from any other person, the Grantor shall notify the Grantee. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Grantor's facilities to be served under the offer. The Grantee shall thereafter have 90 days to evaluate the offer and, if the Grantee offers rates, terms and conditions which are equal to or better than those offered by the other person, the Grantor shall be obligated to continue to purchase from the Grantee electric capacity and/or electric energy to serve the previously-identified facilities of the Grantor for a term no shorter than that offered by the other person. If the Grantee does not agree to rates, terms and conditions which equal or better the other person's offer, then the Grantor may proceed with the other person's offered sale and purchase agreement all of the terms and conditions of this franchise shall remain in effect.

Section 7. If the Grantor grants a right, privilege or franchise to any other person or otherwise enables any other such person to construct, operate or maintain electric light and power facilities within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve or compete on terms and conditions which the Grantee determines are more favorable than the terms and conditions contained herein, the Grantee may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 60 days advance

written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of such terms and conditions that it considers more favorable. The Grantor shall then have 60 days in which to correct or otherwise remedy the terms and conditions complained of by the Grantee. If the Grantee determines that such terms or conditions are not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall be effective on the date of delivery of such notice.

Section 8. If as a direct or indirect consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the incorporated areas of the Grantor to a customer then being served by the Grantee, or to any new applicant for electric service within any part of the incorporated areas of the Grantor in which the Grantee may lawfully serve, and the Grantee determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a competitive disadvantage with respect to such other person, the Grantee may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied within the time period provided hereafter. The Grantee shall give the Grantor at least 90 days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for the Grantee herein, advise the Grantor of the consequences of such action which resulted in the competitive disadvantage. The

Grantor shall then have 90 days in which to correct or otherwise remedy the competitive disadvantage. If such competitive disadvantage is not remedied by the Grantor within said time period, the Grantee may terminate this franchise agreement by delivering written notice to the Grantor's Clerk and termination shall take effect on the date of delivery of such notice.

Section 9. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture shall result with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require.

Section 10. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including, but not limited to: (a) denying the Grantee use of public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in

Section 5 hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 11. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained. Records not prepared by the Grantee in the ordinary course of business may be provided at the Grantor's expense and as the Grantor and the Grantee may agree in writing. Information identifying the Grantee's customers by name or their electric consumption shall not be taken from the Grantee's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Grantor, shall be reported to the Grantee. The Grantor's right to examine the records of the Grantee in accordance with this Section shall not be conducted by any third party employed by the Grantor whose fee, in whole or part, for conducting such audit is contingent on findings of the audit.

Section 12. Grantee understands and acknowledges that Grantor's policies strongly favor undergrounding of utilities and improvement of safety and aesthetics. Grantee has filed a Tariff and has adopted a Mechanism for Governmental Recovery of Undergrounding Fees (MGRUF), along with other

undergrounding tariffs. Requests made by Grantor for undergrounding shall be implemented by Grantee in accordance with the applicable tariffs in effect on the date of Grantor's request.

Section 13. If any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance. Notwithstanding the foregoing, if any of the provisions or Sections of this Ordinance are held invalid or unconstitutional, the parties shall attempt in good faith to negotiate a new lawful agreement that restores the fundamental terms of this Ordinance. In the event the parties are unable to reach a new lawful agreement, this Ordinance shall be null and void and of no force and effect.

Section 14. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 15. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 16. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this 18<sup>th</sup> day of July, 2023.

PASSED AND ADOPTED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF PALM COAST, FLORIDA

By: \_\_\_\_\_  
David Alfin, Mayor

ATTEST:

By: \_\_\_\_\_  
Clerk, City of Palm Coast, Florida

(SEAL)

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Neysa Borkert, City Attorney

# City of Palm Coast, Florida Agenda Item

Agenda Date: July 18, 2023

<b>Department</b>	CITY ADMINISTRATION	<b>Amount</b>
<b>Division</b>	CITY ATTORNEY	<b>Account #</b>
<b>Subject</b>	ORDINANCE 2023-XX ADOPTING PROCESSES AND PROCEDURES FOR RECALL, CITIZEN INITIATIVE, AND REFERENDUM, PROVIDING PROCEDURES FOR PETITION AND ORGANIZING A POLITICAL COMMITTEE	
<b>Presenter: Neysa Borkert, City Attorney</b>		
<b>Background:</b>		
<p><b><u>UPDATED BACKGROUND FROM THE JUNE 13, 2023, COUNCIL WORKSHOP MEETING:</u></b>            At first reading of the ordinance, the City Council asked staff to research the procedure for challenging or appealing a petition validity determination by the Supervisor of Elections. The City Attorney contacted the Supervisor of Elections and reviewed the Florida Administrative Code and the Florida Statutes. At this time, there is no procedure in the Florida Statutes nor the Florida Administrative Code that would allow for petition gatherers to appeal a rejected petition determination by the Supervisor of Elections. The Supervisor of Elections makes the final decision on validity of petitions. As such, there have been no modifications to the proposed ordinance since the first reading.</p>		
<p><b><u>ORIGINAL BACKGROUND FROM THE JUNE 13, 2023, COUNCIL WORKSHOP MEETING:</u></b>            Last year, a citizen brought forth a potential initiative to amend the City of Palm Coast Charter. The City of Palm Coast relied upon the guidance of the Supervisor of Elections and the Florida Statutes to provide to the citizens the process for initiatives and referendums. Upon legal review, it was determined the City did not have an Ordinance outlining these processes for the citizens. Therefore, this item is to present to Council an ordinance to provide those processes in accordance with Art. IX. - General provisions, of the City of Palm Coast Charter provides “(t)he form, content, and certification of any petition to amend (the Charter) shall be established by ordinance,” and that petitions to amend ordinances and for recall shall also be established by ordinance.</p> <p>Section 166.031(6), Florida Statutes recognizes that municipalities are vested with the procedural power to amend municipal charters.</p> <p>Art. IX- General provisions, of the City of Palm Coast Charter also provides, in accordance with Florida Statute 166.031: “At least 10 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to this Charter...This Procedure for such initiative or referendum shall be as established by ordinance.”</p> <p>The City Council desires to establish procedures for recall, for amending the Charter, proposing an ordinance, and reconsideration of an adopted ordinance by citizen initiative and referendum.</p>		



**Recommended Action:**

**ADOPT ORDINANCE 2023-XX ADOPTING PROCESSES AND PROCEDURES FOR RECALL, CITIZEN INITIATIVE, AND REFERENDUM, PROVIDING PROCEDURES FOR PETITION AND ORGANIZING A POLITICAL COMMITTEE**

**ORDINANCE 2023-\_\_\_\_**  
**INITIATIVE AND REFERENDUM**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PURSUANT TO ARTICLE IX. GENERAL PROVISIONS OF THE CITY CHARTER, ADOPTING PROCESSES AND PROCEDURES FOR RECALL, CITIZEN INITIATIVE AND REFERENDUM, PROVIDING PROCEDURES FOR PETITION AND ORGANIZING A POLITICAL COMMITTEE; PROVIDING FOR REQUIRED NUMBER OF SIGNATURES, FORM AND CONTENT OF PETITIONS AND STATEMENT OF CIRCULAR; PROVIDING FOR PETITION VERIFICATION BY SUPERVISOR OF ELECTIONS; PROVIDING FOR ACTION ON THE PETITION BY CITY COUNCIL AND SUBMISSION TO ELECTORS; PROVIDING FOR INITIATIVE AND REFERENDUM ELECTION RESULTS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE**

**WHEREAS**, Art. IX. - *General provisions*, Section 1, of the City of Palm Coast Charter provides, “(t)he form, content, and certification of any petition to amend (the Charter) shall be established by ordinance.”; and

**WHEREAS**, Section 166.031, *Florida Statutes*, recognizes that municipalities are vested with the procedural power to amend municipal charters; and

**WHEREAS**, Art. IX- *General provisions*, Section 3, of the City of Palm Coast Charter provides, “At least 10 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to this Charter...This Procedure for such initiative or referendum shall be as established by ordinance.”; and

**WHEREAS**, Art. VI- *City council*, Section 7(d), of the City of Palm Coast Charter provides, “The electors of the City following the procedures for recall established by general law or ordinance may remove the Mayor or any member of the City Council from office.”; and

WHEREAS, the City Council desires to establish procedures for recall, for amending the Charter, proposing an ordinance and reconsideration of an adopted ordinance by citizen initiative and referendum.

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

**SECTION 1:**

Chapter 2, Article VIII of the City of Palm Coast Code of Ordinances is created as follows:

***ARTICLE VIII. RECALL, INITIATIVE AND REFERENDUM***

**Section 2-801. Recall.**

The qualified electors of the City of Palm Coast shall have the power of recall to remove the Mayor or any Member of the City Council in the same manner provided by general law in Section 100.361, Florida Statutes, as may be amended from time to time.

**Section 2-802. Power of Initiative.**

City electors shall have the power to initiate ordinances, including those that seek to amend the City Charter, to the City Council via the petition process described in this Article. If the City Council fails to adopt an ordinance so proposed without any change in substance, the electors have the power to adopt or reject the proposed ordinance at a City general election. The electors are not empowered to propose, enact, or amend ordinances that extend to providing an annual budget, levying taxes or assessments, debt obligations, capital improvement programs, the rezoning of land, or any other matter prohibited by law.

**Section 2-803. Power of Referendum.**

Within sixty (60) days following the effective date of a measure or ordinance passed by City Council, City electors shall have the power to require reconsideration of the measure or ordinance by the City Council via the petition process described in this Article. If the City Council fails to repeal a measure or ordinance so reconsidered, the electors have the power to approve or reject the reconsidered measure or ordinance at a City general election. The electors are not empowered to reconsider or repeal measures that extend to providing an annual budget, levying taxes or assessments, debt obligations, capital improvement programs, the rezoning of land or any other matter prohibited by law.

### **Section 2-804. Procedure for Petition.**

Any elector(s) may commence initiative or referendum proceedings by registering as a political committee pursuant to Section 106.03, Fla. Stat., as may be amended, with the City Clerk. The elector(s) shall comply with all requirements for political committees. After the political committee is formed, the elector(s) must file an affidavit with the City Clerk providing the contact information for the political committee, specifying the mailing address for notices to be sent to the committee, fully setting forth the proposed initiative or identifying the measure sought to be reconsidered, and providing a ballot title and summary as per Section 101.161, Fla. Stat. An ordinance submitted must only include one subject and any matter connected therewith. Promptly after the political committee's affidavit is filed, the City Clerk, at the committee's request, shall issue the appropriate petition forms to the committee at the committee's expense.

### **Section 2-805. Initiative or Referendum Petitions.**

- (a) *Number of Signatures.* Initiative and referendum petitions must be signed by City electors equal to at least ten percent (10%) of the total number of qualified electors in the City, as shown by the compilation by the Supervisor of Elections for the most recent general election of the City Council.
- (b) *Form and Content.* All petition forms shall be uniform in size and style and shall be printed on separate cards or individual sheets of paper. Adequate space must be provided for the voter's name, address, signature, and date of signature. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered.
- (c) *Statement of Circulator.* When filed with the Supervisor of Elections as set forth below, petitions shall include a statement executed by the circulator or circulators of the petitions that they personally circulated the petitions. The statement shall contain the number of signed petitions being submitted and that the circulator believes them to be the genuine signatures of the persons whose names they purport to be.

### **Section 2-806. Verification of Petitions.**

Once the required number of signatures are obtained, the Supervisor of Elections shall promptly verify the signatures within 60 days after receipt of the petition forms and payment of any fee required by general law. The Supervisor of Elections shall record the date each form is received by the Supervisor of Elections, and the date the signature on the form is verified as valid. The Supervisor of Elections may verify that the signature on a form is valid only if (i) the form contains the original signature of the elector; (ii) the elector has accurately recorded on the form the date on which he or she signed the form; (iii) the form accurately sets forth the elector's name and address; and (iv) the elector is, at the time he or she signs the form, a duly qualified and registered elector of the City.

**Section 2-807. Action on Petitions.**

- (a) *Action by City Council.* After verification of the completed petitions by the Supervisor of Elections, the City Council shall promptly consider the proposed initiative or reconsider the referred ordinance or measure. If the City Council fails to adopt a proposed initiative ordinance or fails to repeal the referred ordinance or measure without any change in substance within sixty (60) days of petition verification, it shall submit the proposed or referred ordinance to the electors. If the City Council fails to act on a proposed initiative ordinance or referred ordinance or measure within the time prescribed in this subsection, the City Council shall be deemed to have failed to adopt the proposed initiative ordinance or have failed to repeal the referred ordinance or measure on the last day that the City Council was authorized to act on the matter.
- (b) *Submission to Electors.* The vote on a proposed or referred ordinance or measure shall be held at the next available general election in accordance with the City of Palm Coast Charter, Article IX(3) *Initiative and referendum*. In order to meet the deadline for the next available general election, all petition forms with the required number of signatures must be submitted to the Supervisor of Elections prior to April 1<sup>st</sup> of each general election year, or as may be agreed upon by the City and the Supervisor of Elections. Copies of the proposed or referred ordinance or measure shall be made available at the polls. Nothing in this provision shall prohibit the use of a mail ballot election pursuant to general law.
- (c) *Withdrawal of Petitions.* Petitions may be withdrawn at any time prior to the date of the primary election of the subject general election year without cost incurred. Political committees that withdraw petitions after this date will be assessed the cost of the notice and any other administrative costs incurred by the Supervisor of Elections or the City to remove the item from the general election ballot. The City Clerk will forward the request to withdraw to the Supervisor of Elections upon receipt for proper action. Upon withdrawal, the petition shall have no further force or effect and all related proceedings shall be terminated.

**Section 2-808. Election Results.**

- (a) *Initiative.* If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, the initiative ordinance shall be considered adopted upon the certification of the election results. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of a conflict.
- (b) *Referendum.* If a majority of the qualified electors voting on a referred ordinance or measure vote for repeal, the referred ordinance or measure shall be considered repealed upon certification of the election results.

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

**SECTION 3. SEVERABILITY.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder shall nevertheless be given full force and effect, and to this end, the provisions of this Ordinance are hereby declared severable.

**SECTION 4. CODIFICATION.** This Ordinance shall be codified in the *Code of Ordinances of the City of Palm Coast*. The Code codifier is granted authority to change the words “Ordinance” and other words to reflect the Part, Section, Article, etc., assigned in the Code, except that Sections 2, 3, 4, and 5 shall not be codified.

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

**APPROVED** on the First Reading the 20<sup>th</sup> day of June 2023.

**ADOPTED** on the Second Reading after due public notice and hearing this 18<sup>th</sup> day of July 2023.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

# City of Palm Coast, Florida Agenda Item

Agenda Date: July 18, 2023

<b>Department</b>	COMMUNITY DEVELOPMENT	<b>Amount</b>
<b>Division</b>	PLANNING	<b>Account #</b>
<b>Subject</b>	ORDINANCE 2023-XX AMENDING THE FUTURE LAND USE MAP DESIGNATION FOR 505.6+/- ACRES OF PROPERTY FROM MIXED-USE AND CONSERVATION TO RESIDENTIAL AND CONSERVATION, AND ADDING A SITE-SPECIFIC POLICY TO LIMIT DEVELOPMENT ON THE PROPERTY TO 750 DWELLING UNITS	
<b>Presenter: Jose Papa, AICP, Senior Planner</b>		
<b>Background:</b>		
<p><b>This is a legislative item.</b></p> <p><b><u>UPDATED BACKGROUND FROM THE MAY 16, 2023, BUSINESS MEETING:</u></b>            City Council unanimously approved the proposed FLUM amendment on first reading on May 16, 2023. As required by Florida Statutes, the proposed FLUM amendment was transmitted to various state agencies for objections, recommendations, or comments. After 30-day review, there were no objections or comments received from the various state agencies which included the Department of Transportation, the Department of Environmental Protection, Florida Division of Historical Resources, the St. Johns River Water Management District, and the Northeast Florida Regional Council.</p> <p>All supporting documentation is available for review within the Community Development Department.</p> <p><b><u>ORIGINAL BACKGROUND FROM THE MAY 16, 2023, BUSINESS MEETING:</u></b>            The subject property is a 505.6+/- acre site located 0.25 miles east of Old Kings Road on the northside of State Road 100. The application is a proposed Future Land Use Map (FLUM) amendment to change the current designation of the property from Mixed-Use and Conservation to Residential and Conservation along with a site-specific policy to limit development to 750 dwelling units. There is a companion zoning map amendment for the subject property to amend the existing Master Planned Development (MPD) Agreement.</p> <p>The subject property was approved as a Development of Regional Impact (DRI) in 2006 with an amendment in 2007. The Development Order (DO) for this DRI provides an entitlement of 2,411 dwelling units (619 single family, 1,792 multi-family), 50,000 sq. ft. of general retail use, 30,000 sq. ft. of general office, and 150 hotel rooms. Although approved in 2006, no infrastructure improvements or development activities commenced on the DRI.</p> <p>The result of the amendment is a significant reduction in the entitlements proposed for the</p>		

property. This includes the reduction of the total number of dwelling units from 2,411 to 750 dwelling units (68% decrease) as well as the elimination of 80,000 sq. ft. of commercial/office use and 150 hotel rooms.

The proposed amendment was reviewed for the following:

- **Analysis of the proposed amendment's impacts on public facilities and infrastructure.** Consistent with the required analysis to compare the proposed land use designation with the existing land use designation, staff compared the current maximum potential development (using the approved DRI-DO entitlements) against the proposed potential development (750 dwelling units) to determine impacts on public facilities and infrastructure. The proposed amendment will have significantly less impact on public facilities and infrastructure due to the significant reduction in entitlements.
- **Impacts on the environmental/cultural resources.** The proposed amendment will not have impacts on any significant environmental or cultural resources. There are no Special Flood Hazard Areas (SFHA) on the subject property. Additionally, consistent with Comprehensive Plan Policies 6.1.9.9 and 6.1.10.6, all optimal quality wetlands that are larger than 10 acres or are connected to a system that is larger than 10 acres are to be designated as Conservation on the Future Land Use Map.
- **Compatibility with surrounding land uses.** The proposed FLUM designations are generally consistent with the surrounding properties.

Finally, the proposed amendment is consistent with comprehensive plan policies regarding:

- Directing development where existing infrastructure is available, and designation of wetland systems and other environmentally sensitive land as Conservation on the FLUM.

**Recommended Action:**

**THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD (PLDRB) FINDS APPLICATION NO. 5244 CONSISTENT WITH THE COMPREHENSIVE PLAN AND RECOMMENDS THAT CITY COUNCIL APPROVE THE FLUM AMENDMENT FROM MIXED-USE AND CONSERVATION TO RESIDENTIAL AND CONSERVATION AS WELL AS ADD A SITE-SPECIFIC POLICY TO LIMIT DEVELOPMENT ON THE SUBJECT PROPERTY TO 750 DWELLING UNITS**



**ORDINANCE 2023-\_\_**  
**COQUINA SHORES COMPREHENSIVE**  
**PLAN AMENDMENT - APPLICATION NO. 5244**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE CITY OF PALM COAST 2035 COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED, PURSUANT TO SECTION 163, FLORIDA STATUTES; AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FOR APPROXIMATELY 505.6 ACRES OF CERTAIN REAL PROPERTY FROM MIXED-USE AND CONSERVATION TO RESIDENTIAL AND CONSERVATION AS DESCRIBED IN MORE DETAIL IN THE LEGAL DESCRIPTION WHICH IS AN EXHIBIT TO THIS ORDINANCE; AND ADDING A NOTE ON THE FUTURE LAND USE MAP TO LIMIT THE SUBJECT PROPERTY TO MAXIMUM OF 750 DWELLING UNITS FOR THE SUBJECT PARCEL; PROVIDING FOR CONFLICTS, RATIFICATION OF PRIOR ACTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE**

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

**WHEREAS**, Section 163.3161 et seq., Florida Statutes established the Community Planning Act; and

**WHEREAS**, Section 163.3184, Florida Statutes, establishes a process for adoption of comprehensive plans or plan amendments amending the future land use designation of property; and

**WHEREAS**, the City of Palm Coast is desirous of amending the future land use designation of property located within the City from Mixed-Use and Conservation to Residential and Conservation; and

**WHEREAS**, the proposed future land use map amendment will include a note on the Future Land Use Map to limit development on the subject property to 750 dwelling units; and

**WHEREAS**, the City of Palm Coast Planning and Land Development Regulation Board (PLDRB) acting as the City's Local Planning Agency, considered the proposed map amendments at a public hearing on April 19, 2023, and voted to recommend Approval of the proposed Comprehensive Plan Amendment; and

**WHEREAS**, on May 16, 2023, and July 18, 2023, the City of Palm Coast City Council held public hearings on this Comprehensive Plan amendment after due public notice and upon thorough

and complete consideration and deliberation, adopted the proposed Comprehensive Plan amendment; and

**WHEREAS**, the Comprehensive Plan amendments adopted by this Ordinance complies with the requirements of the Community Planning Act, the State Comprehensive Plan as set forth in Chapter 187, Florida Statutes, as well as other applicable law, and is consistent with the goals, objectives, and policies and the overall land use plan of the City’s *Comprehensive Plan*; and

**WHEREAS**, the City Council of the City of Palm Coast hereby reaffirms its commitment to the goal of enacting and implementing sound growth management practices within the City; and

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

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

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

**SECTION 2. FUTURE LAND USE MAP AMENDED.** The approximately 505.6 acres subject area, generally located .25 miles east of Old Kings Rd. on the northside of State Road 100, as depicted and legally described in “Exhibit A,” attached hereto, is hereby amended from Mixed-Use and Conservation to Residential and Conservation including a note on the FLUM limiting the subject property to 750 dwelling units as depicted on “Exhibit B.”

**SECTION 3. CONFLICTS.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4. CODIFICATION.** It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, “Ordinance” may be changed to “Section,” “Article,” or other appropriate word.

**SECTION 5. SEVERABILITY.** If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provision of the Ordinance.

**SECTION 6. EFFECTIVE DATE.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**APPROVED** on First Reading after due public notice and hearing the 16<sup>th</sup> day of May 2023.

**ADOPTED** on Second Reading after due public notice and hearing this 18<sup>th</sup> day of July 2023.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

Attachments: Exhibit A - Legal Description  
Exhibit B - Amended Future Land Use Map

**EXHIBIT A**  
**LEGAL DESCRIPTION**

OFFICIAL RECORDS BOOK 1027, PAGE 212

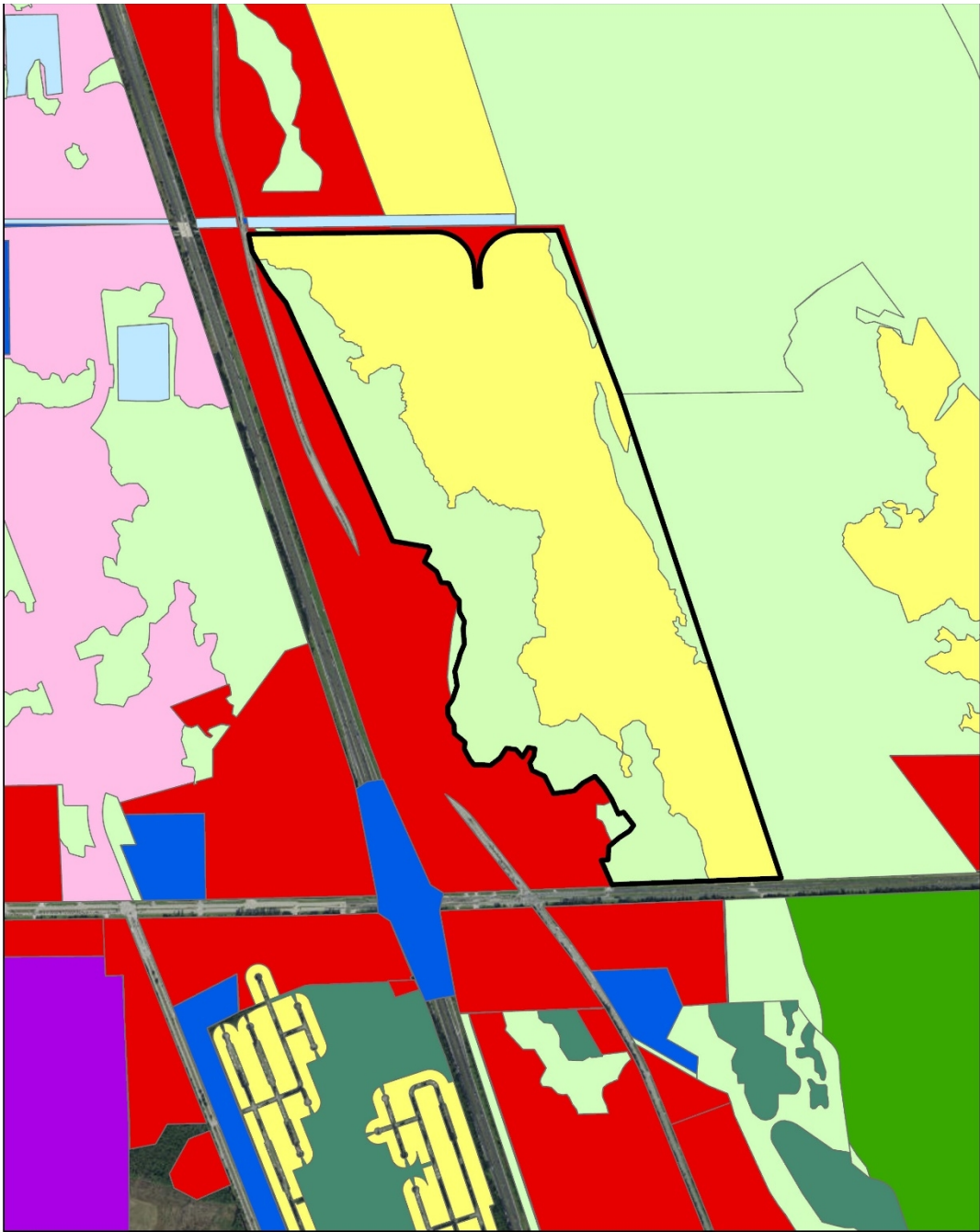
BEING A PART OF SECTIONS 4, PART OF FR'S PELLIECER GRANT (SECTION 39) AND A PART OF MCDON'ELY BLACK GRANT (SECTION 40), TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100 FOOT MONUMENT RIGHT-OF-WAY) AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT-OF-WAY); THENCE N 87°48'45" E ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 100 FOR A DISTANCE OF 79.60 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE N 02°11'15" W FOR A DISTANCE OF 24.00 FEET; THENCE N 87°48'45" E PARALLEL WITH THE SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 A DISTANCE OF 868.71 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE THE FOLLOWING COURSE AND DISTANCE ALONG THE APPROXIMATE UPLAND SIDE OF A WETLAND: THENCE N 23°46'37" W A DISTANCE OF 309.76 FEET; THENCE N 87°50'18" E A DISTANCE OF 81.42 FEET; THENCE N 02°01'18" E A DISTANCE OF 152.26 FEET; THENCE N 49°35'38" E A DISTANCE OF 163.44 FEET; THENCE N 57°25'13" E A DISTANCE OF 139.56 FEET; THENCE N 35°51'53" E A DISTANCE OF 80.63 FEET; THENCE N 37°28'27" W A DISTANCE OF 189.56 FEET; THENCE S 71°24'28" W A DISTANCE OF 65.32 FEET; THENCE N 23°55'22" W A DISTANCE OF 191.00 FEET; THENCE N 32°00'32" W A DISTANCE OF 162.42 FEET; THENCE N 40°33'42" W A DISTANCE OF 162.61 FEET; THENCE S 61°16'18" W A DISTANCE OF 160.60 FEET; THENCE S 47°56'03" W A DISTANCE OF 136.98 FEET; THENCE S 82°39'53" W A DISTANCE OF 240.90 FEET; THENCE N 26°35'32" W A DISTANCE OF 224.76 FEET; THENCE N 65°34'07" W A DISTANCE OF 157.70 FEET; THENCE N 18°34'47" W A DISTANCE OF 91.65 FEET; THENCE N 30°06'23" E A DISTANCE OF 95.79 FEET; THENCE N 06°54'53" E A DISTANCE OF 83.87 FEET; THENCE N 79°48'42" W A DISTANCE OF 77.16 FEET; THENCE S 30°41'18" W A DISTANCE OF 128.85 FEET; THENCE N 41°09'52" W A DISTANCE OF 114.68 FEET; THENCE N 81°43'42" W A DISTANCE OF 111.79 FEET; THENCE S 33°16'58" W A DISTANCE OF 136.88 FEET; THENCE S 52°56'28" W A DISTANCE OF 140.60 FEET; THENCE N 84°49'42" W A DISTANCE OF 99.96 FEET; THENCE S 88°03'03" W A DISTANCE OF 86.69 FEET; THENCE N 38°47'49" W A DISTANCE OF 81.75 FEET TO THE CENTER LINE OF A 80 FEET WIDE DRAINAGE CANAL; THENCE CONTINUE ALONG THE SAID UPLAND LINE OF N 27°25'56" W A DISTANCE OF 133.41 FEET; THENCE N 04°07'27" E A DISTANCE OF 81.48 FEET; THENCE N 50°42'03" W A DISTANCE OF 157.13 FEET; THENCE N 01°39'23" W A DISTANCE OF 98.02 FEET; THENCE N 32°50'53" W A DISTANCE OF 129.71 FEET; THENCE N 02°23'08" W A DISTANCE OF 103.99 FEET; THENCE N 33°50'27" E A DISTANCE OF 103.26 FEET; THENCE N 18°43'17" E A DISTANCE OF 160.81 FEET; THENCE N 08°59'48" W A DISTANCE OF 171.58 FEET; THENCE N 18°32'08" E A DISTANCE OF 140.89 FEET; THENCE N 14°10'27" E A DISTANCE OF 67.04 FEET; THENCE N 23°02'47" E A DISTANCE OF 126.55 FEET; THENCE N

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LESS AND EXCEPT MASONIC CEMETERY WITH EASEMENT AS SET FORTH IN DEED BOOK 30, PAGE 201 AND DEED BOOK 32, PAGE 15, AND AS SET FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 551, PAGE 574, RE-RECORDED IN OFFICIAL RECORDS BOOK 554, PAGE 1271, ALL IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

**EXHIBIT B**  
**AMENDED FUTURE LAND USE MAP**

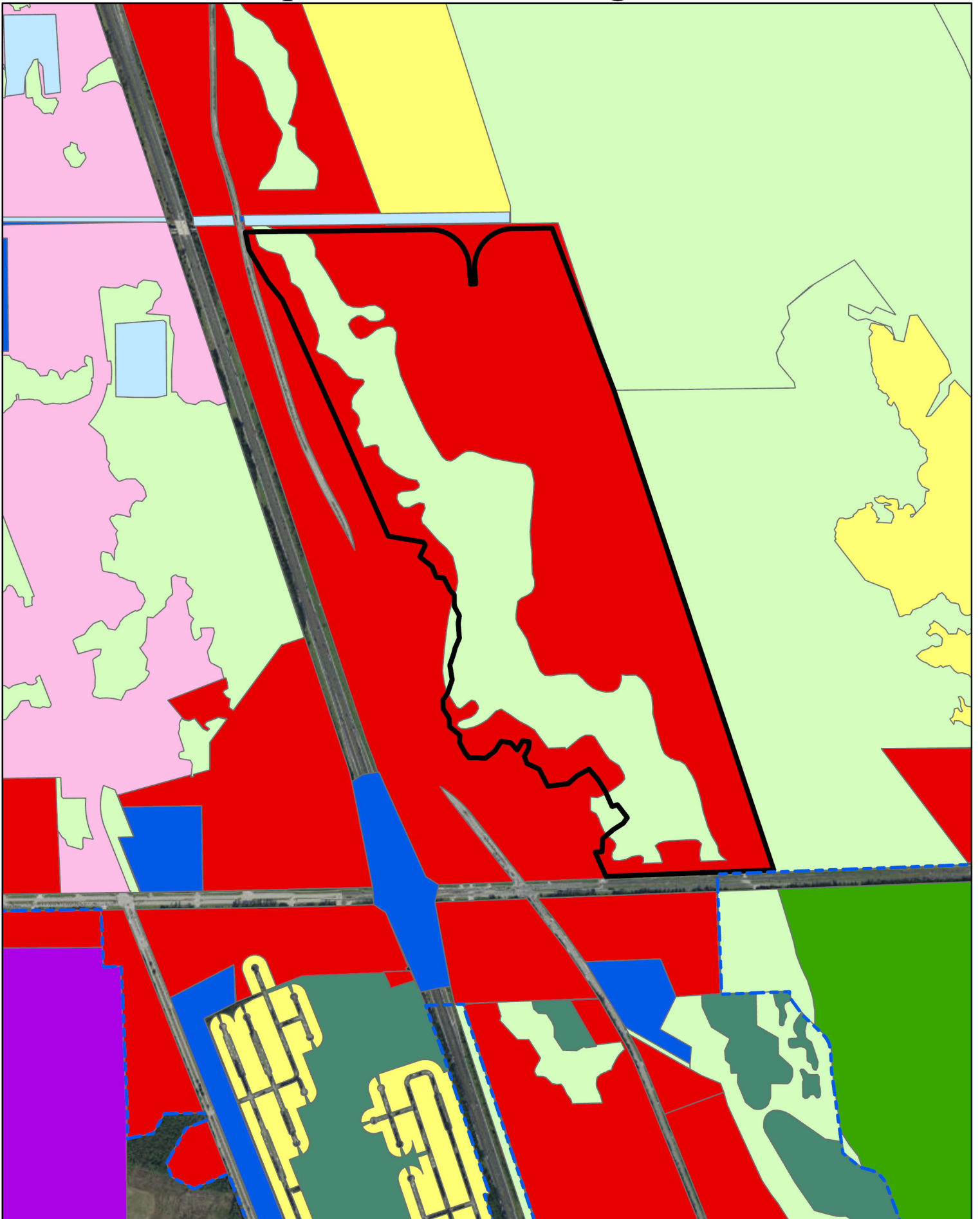


**Legend**

● Coquina Shores	■ DRI-Urban Core	■ Mixed Use	■ COMM-HIGH
■ FC FLUM	■ Greenbelt	■ Residential	■ CONS
■ Canals	■ Institutional	■ FC FLUM	■ IND
■ Conservation		■ AG-TIMBER	

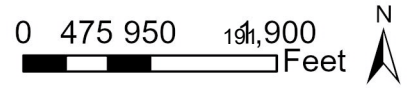
0 475 950 1,900 Feet

# Coquina Shores-Existing FLUM

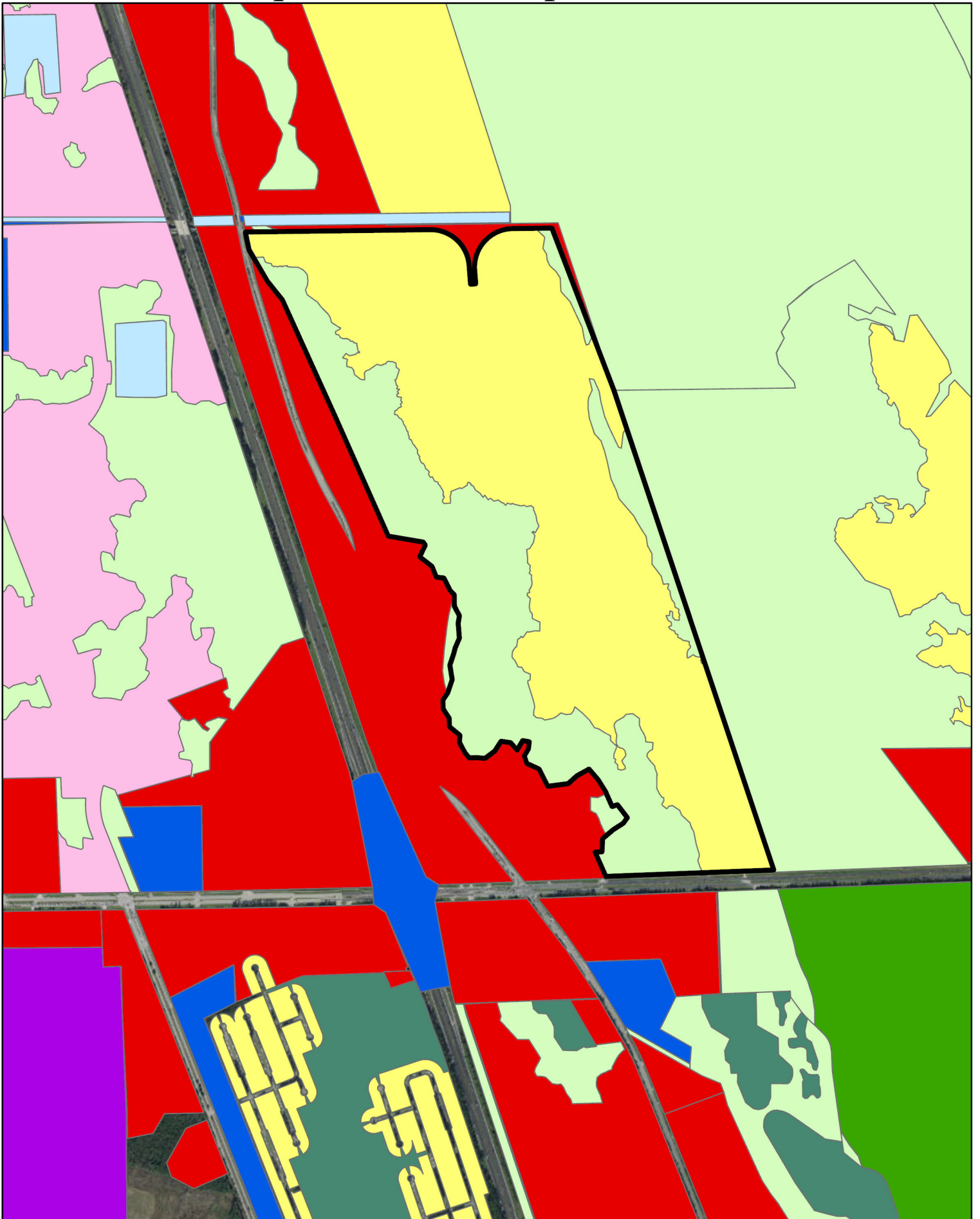


## Legend

- |                        |                |             |           |
|------------------------|----------------|-------------|-----------|
| Palm Coast City Limits | Conservation   | Mixed Use   | COMM-HIGH |
| Coquina Shores         | DRI-Urban Core | Residential | CONS      |
| PC FLUM                | Greenbelt      | FC FLUM     | IND       |
| Canals                 | Institutional  | AG-TIMBER   |           |

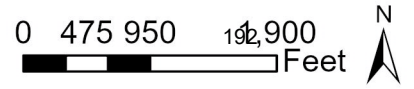


# Coquina Shores-Proposed FLUM



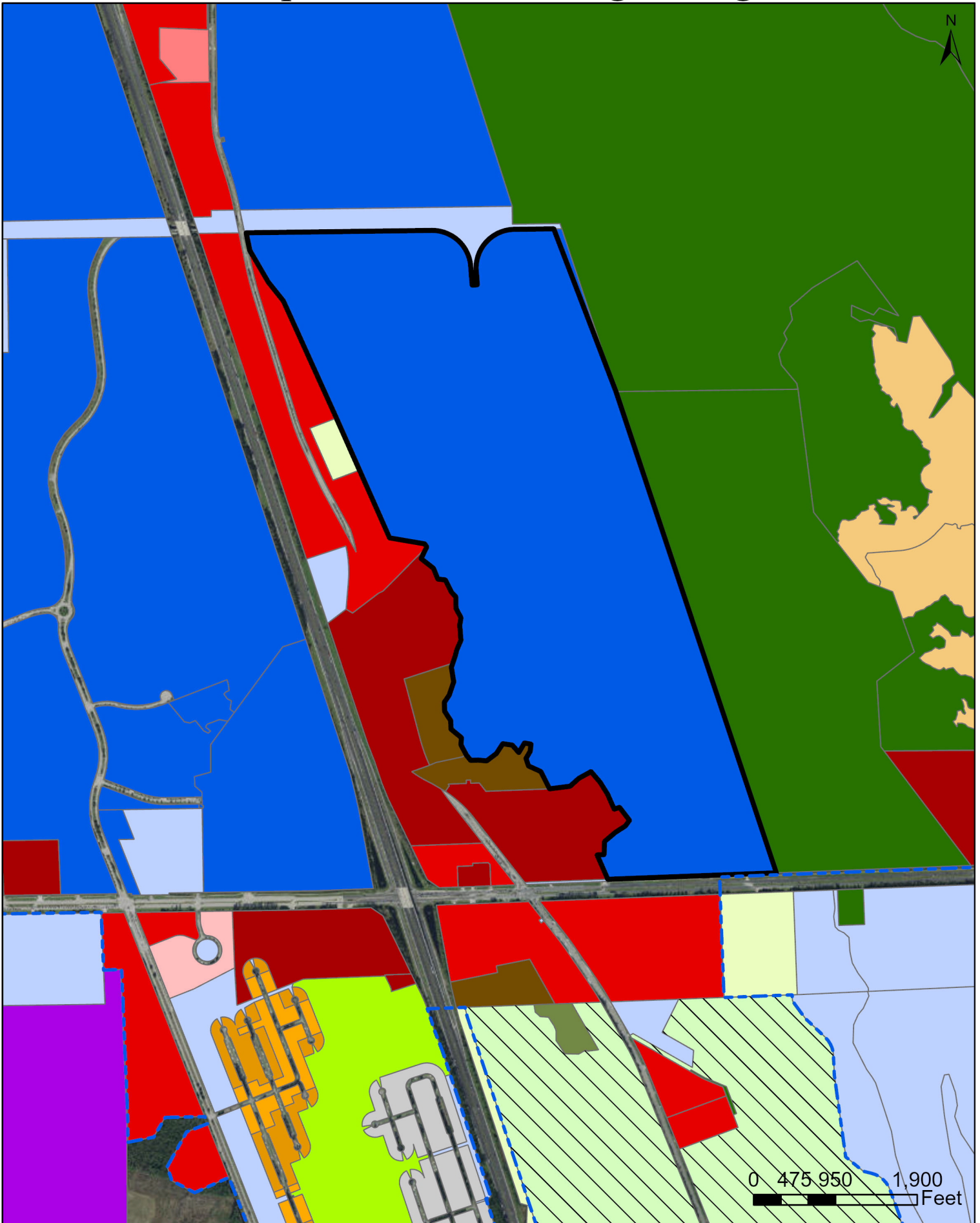
## Legend

- |                |                |             |           |
|----------------|----------------|-------------|-----------|
| Coquina Shores | DRI-Urban Core | Mixed Use   | COMM-HIGH |
| Canals         | Greenbelt      | Residential | CONS      |
| Conservation   | Institutional  | AG-TIMBER   | IND       |





# Coquina Shores-Existing Zoning



<b>Legend</b>					
Palm Coast City Limits	AGR	EST-1	OFC-2	SFR-1	<b>FC Zoning</b>
Coquina Shores	COM-2	MFR-2	P&G	SFR-2	AC
<b>PC Zoning</b>	COM-3	MPD	PRS	SFR-3	CN
AC	DPX	OFC-1	PSP		I
					PUD
					<b>193</b>

# City of Palm Coast, Florida Agenda Item

Agenda Date: July 18, 2023

<b>Department</b>	COMMUNITY DEVELOPMENT	<b>Amount</b>
<b>Division</b>	PLANNING	<b>Account #</b>
<b>Subject</b>	ORDINANCE 2023-XX REZONING COQUINA SHORES MASTER PLAN DEVELOPMENT (MPD) - APPLICATION NO. 5243	
<b>Presenter: Jose Papa, AICP, Senior Planner</b>		
<b>Background:</b>		
<p><b>This is a quasi-judicial item, please disclose any ex parte communication.</b></p> <p><b><u>UPDATED BACKGROUND FROM THE MAY 16, 2023, BUSINESS MEETING:</u></b>            City Council unanimously approved the proposed zoning change at first reading on May 16, 2023. There are no changes to the proposed amendment.</p> <p>All supporting documentation is available for review within the Community Development Department.</p> <p><b><u>ORIGINAL BACKGROUND FROM THE MAY 16, 2023, BUSINESS MEETING:</u></b></p> <p>Jay Livingston on behalf of the property owner JX Palm Coast Land LLC is proposing to repeal and replace the existing JX Properties Mixed-Use Planned Unit Development (PUD) with the proposed Coquina Shores MPD. The existing PUD was part of the State Road 100 Property Development of Regional Impact (DRI) which had various entitlements associated with the project. The proposed Coquina Shores MPD will be solely a residential project and will replace both the PUD and the DRI. There is a companion Future Land Use Map Amendment application for this project, requesting a change from Mixed-Use and Conservation to Residential and Conservation.</p> <p>The applicant's engineer has submitted a preliminary conceptual site plan of a proposed Coquina Shores single-family subdivision. This conceptual site plan proposes up to 750 single-family detached lots, multiple stormwater ponds, an amenity area, existing borrow pits, and extensive preserved conservation area. Based on this conceptual site plan the project would have an expected density of 1.48 units/per acre.</p> <p><u>Public Participation:</u> this item was heard at the April 19, 2023, Planning and Land Development Regulation Board (PLDRB) meeting and received a 6-0 vote to recommend approval to City Council.</p>		
<b>Recommended Action:</b>		
<p><b>THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD DETERMINED THAT THE PROPOSED REZONING OF COQUINA SHORES (APPLICATION NO. 5243) IS CONSISTENT WITH THE COMPREHENSIVE PLAN AND RECOMMENDS APPROVAL TO CITY COUNCIL TO REZONE 505.62+/- ACRES FROM THE MASTER PLANNED</b></p>		

**DEVELOPMENT (MPD) ZONING DISTRICT TO THE MASTER PLANNED DEVELOPMENT  
(MPD) ZONING DISTRICT**

**ORDINANCE 2023-\_\_**  
**REZONING APPLICATION NO. 5243**  
**COQUINA SHORES MASTER PLAN DEVELOPMENT (MPD)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA REPEALING AND REPLACING THE PRIOR PLANNED UNIT DEVELOPMENT AGREEMENT OF CERTAIN REAL PROPERTY CONTAINING 505.62+/- ACRES AS DESCRIBED IN THIS ORDINANCE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the owner of certain real property, totaling approximately 505.62+/- acres in size, consents to the City of Palm Coast’s submission of Zoning Application No. 5243 (the “application”), pursuant to the controlling provisions of State law and the applicable codes and ordinances of the City of Palm Coast, and furthermore consents to have the property rezoned to the Master Planned Development (“MPD”) zoning district to accommodate the Coquina Shores development proposal; and

**WHEREAS**, the real property was rezoned to Master Planned Development pursuant to Ordinance No. 2006-11 RZ-OTH-05-11 recorded October 4, 2006, in Official Records Book 1491, Page 1091 of the Public Records of Flagler County, Florida; and

**WHEREAS**, the applicant submitted a proposed MPD Conceptual or Master Plan for the property pertaining to the Coquina Shores proposed development; and

**WHEREAS**, City staff has reviewed and has subsequently recommended approval of the application and proposed rezoning to the MPD district and the proposed MPD Conceptual or Master Plan for the property subject to certain conditions; and

**WHEREAS**, on the 19<sup>th</sup> day of April 2023, the Planning and Land Development Regulation Board (PLDRB) recommended that the application be approved; and

**WHEREAS**, the application was presented to the City Council at public hearings conducted on the 16<sup>th</sup> day of May 2023 and the 18<sup>th</sup> day of July 2023 and

**WHEREAS**, the City Council, as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, *Florida Statutes*, and other applicable law, is authorized and empowered to consider applications relating to zoning; and

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

**WHEREAS**, the City Council has determined that the proposed action of rezoning the subject property to the City’s MPD zoning district (the “MPD Master Plan for Coquina Shores”) is consistent with the *Comprehensive Plan of the City of Palm Coast*, the land development regulations of the City of Palm Coast, and the controlling provisions of State law; and

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

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

**SECTION 2. ZONING MAP AMENDMENT AND MPD AGREEMENT.**

(a) That the Official Zoning Map of the City of Palm Coast as described in City of Palm Coast Unified Land Development Code Section 3.01.02 is hereby amended to include a change of classification to City of Palm Coast Master Planned Development District (MPD) for the property legally described on Exhibit “A,” which is attached and incorporated herein by this reference. City staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

(b) The MPD Development Agreement (“Development Agreement”) and its exhibits attached hereto, with all appropriate signatures and joinders, is hereby adopted and approved by the City Council of the City of Palm Coast and shall constitute the regulations for the MPD Master Plan for Coquina Shores. The Development Agreement shall be recorded in the Official Records of Flagler County, Florida, by the City Clerk.

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

**SECTION 4. SEVERABILITY.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such

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

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption or become effective immediately upon the effective date of Ordinance no. \_\_\_\_ as adopted by the City Council of the City of Palm Coast, Florida, and pursuant to the City Charter. If Ordinance no. \_\_\_\_\_ does not become effective, then this ordinance shall become null and void.

**APPROVED** on First Reading the 16<sup>th</sup> day of May 2023.

**ADOPTED** on the Second Reading after due public notice and hearing this 18<sup>th</sup> day of July 2023.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

Attachments: Exhibit A – Legal Description of Property Subject to Official Zoning Map Amendment  
Exhibit B – Revised Official Zoning Map

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

OFFICIAL RECORDS BOOK 2724, PAGE 1784

BEING A PART OF SECTIONS 4, PART OF FR'S PELLIECER GRANT (SECTION 39) AND A PART OF MCDON'ELY BLACK GRANT (SECTION 40), TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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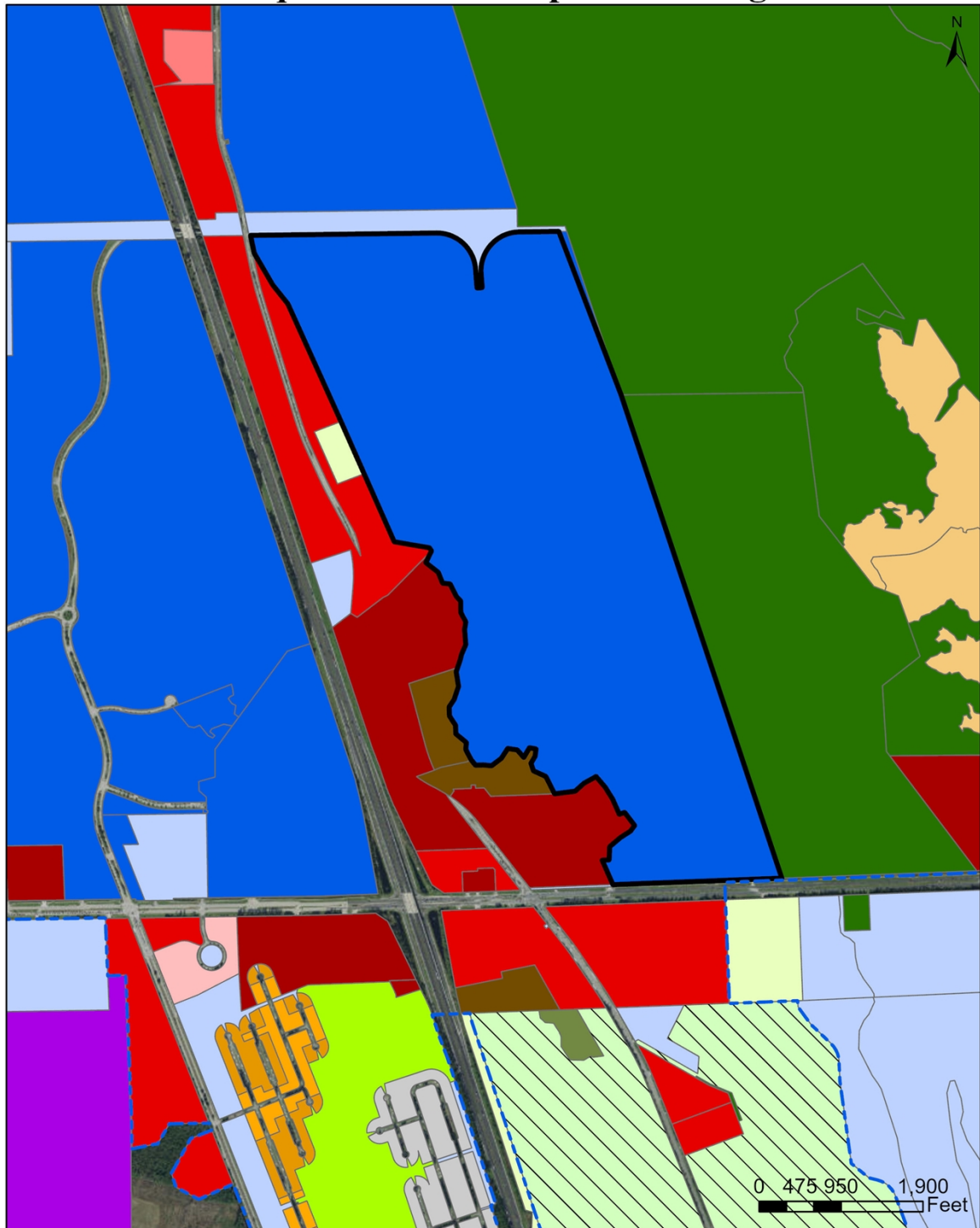
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EXHIBIT "B"

Coquina Shores-Proposed Zoning



<b>Legend</b>	AGR	EST-1	OFC-2	SFR-1	<b>FC Zoning</b>	PUD
Palm Coast City Limits	COM-2	MFR-2	P&G	SFR-2	AC	
Coquina Shores	COM-3	MPD	PRS	SFR-3	CN	
<b>PC Zoning</b>	DPX	OFC-1	PSP		I	
AC						

1 **COQUINA SHORES**  
2 **MASTER PLAN DEVELOPMENT AGREEMENT**

3 **THIS MASTER PLAN DEVELOPMENT AGREEMENT**, (herein referred to as the “MPD  
4 Agreement”) is made and executed this \_\_\_\_\_day of \_\_\_\_\_, 2023, by and between the  
5 **CITY OF PALM COAST**, a Florida municipal corporation (the “City”), whose address is  
6 160 Lake Avenue, Palm Coast, Florida, 32164, and, **JX PALM COAST LAND, LLC**, a  
7 Florida Limited Liability Company (the “Owner”), whose address is 201 E. Las Olas Blvd.,  
8 Suite 1900, Fort Lauderdale, FL 33301.

9 ***WITNESSETH:***

10 **WHEREAS**, JX Palm Coast Land, LLC is the owner of a 505.62 (+/-) acre site, as  
11 more particularly described on **Exhibit “A” (“SR-100 Property”)**; and

12 **WHEREAS**, the Owner desires to develop the SR-100 Property for a residential  
13 community known as **Coquina Shores** (the “Project”); and

14 **WHEREAS**, the Owner intends to request the establishment of a Community  
15 Development District pursuant to Chapter 190, Florida Statutes (the “CDD”), for the  
16 planning, construction, operation, maintenance, management, and financing of the capital  
17 infrastructure of the Project; and

18 **WHEREAS**, the SR-100 Property has a Future Land Use Map designation of  
19 Residential; and

20 **WHEREAS**, the Owner is in voluntary agreement with the conditions, terms, and  
21 restrictions hereinafter recited, and has agreed voluntarily to their imposition as an  
22 incident to development of the SR-100 Property; and

23 **WHEREAS**, the City of Palm Coast Planning and Land Development Regulation  
24 Board (“PLDRB”) and City of Palm Coast City Council finds that this MPD Agreement is  
25

1 consistent with the City's Comprehensive Plan and Unified Land Development Code  
2 ("LDC") and that the conditions, terms, restrictions, and requirements set forth herein are  
3 necessary for the protection of the public health, safety, and welfare of the citizens of the  
4 City; and

5 **WHEREAS**, the City of Palm Coast City Council further finds that this MPD Agreement  
6 is consistent with and an exercise of the City's powers under the *Municipal Home Rule*  
7 *Powers Act*; Article VIII, Section 2(b) of the *Constitution of the State of Florida*; Chapter  
8 166, *Florida Statutes*; the *City of Palm Coast City Charter*; other controlling law; and the  
9 City's police powers; and

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

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

15 **SECTION 1. RECITALS.**

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

19 **SECTION 2. REPRESENTATIONS OF OWNER.**

20 (a) The Owner hereby represents and warrants to the City that it is the Owner  
21 of the SR-100 Property in accordance with the title opinion or title certification provided  
22 by the Owner to the City issued by an attorney or title insurance company licensed to  
23 provide services in the State of Florida, showing all liens, mortgages, and other  
24  
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1 encumbrances not satisfied or released of record relative to the SR-100 Property.

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

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

11 (a) The City Council at its business meeting of \_\_\_\_\_ 2023,  
12 adopted a Master Plan Development for the SR-100 Property subject to the terms and  
13 conditions of this MPD Agreement.

14 (b) The Owner acknowledges that if this MPD Agreement is ever terminated,  
15 the approval shall be deemed null and void and the land uses approved for the SR-100  
16 Property shall revert back to prior the entitlements set forth in the S.R. 100 Property  
17 Development of Regional Impact Development Order recorded in Official Records Book  
18 1555, Page 839, Public Records of Flagler County, Florida, as amended by the First  
19 Amendment to the S.R. 100 Property Development of Regional Impact Development  
20 Order (Pursuant to Settlement) recorded in Official Records Book 1614, Page 276, Public  
21 Records of Flagler County, Florida (collectively, the "DRI"), unless otherwise approved by  
22 the City Council.

23 (c) The current provisions of the LDC, as may be amended from time-to-time,  
24  
25

1 shall be applicable to the SR-100 Property unless otherwise specifically stated herein.  
2 Any City Code provision not specifically so identified will not be affected by the terms of  
3 this MPD Agreement and will be subject to enforcement and change under the same  
4 criteria as if no MPD Agreement were in effect.

5 **SECTION 4. PROJECT DESCRIPTION**

6 The Owner intends to develop the Project consisting of a maximum total of 750  
7 residential homesites with supporting internal parks and one or more amenity centers.  
8 The Project may be developed in multiple phases with the initial expectation that it will be  
9 developed in three phases. All infrastructure necessary to support each phase shall be  
10 constructed concurrently with or prior to construction of each phase as approved by the  
11 City. Adequate emergency vehicle access and turnarounds shall be provided at all times  
12 for all phases. Each phase will be determined with the submittal of an application for a  
13 subdivision master plan development order. The phasing ensures that the Project will  
14 proceed in good faith and development will not be abandoned or suspended in a manner,  
15 that would be adverse to the public interest. The development plan for the Project is  
16 generally outlined below and depicted on the MPD Conceptual Master Plan which is  
17 attached as **Exhibit "B"** hereto (the "Master Plan").

19 (a) Garages. Each single-family home within the Project will have a two (2) car  
20 garage in accordance with the LDC.

21 (b) Common Area Maintenance and Management. The common areas and  
22 improvements within the Project shall be maintained and managed under one or more  
23 property owners' associations or a CDD, subject to the City's consent. If more than one  
24

1 property owner's association is created for the Project, a Master Association will be  
2 created.

3 (c) Temporary Sales/Construction Trailers and Model Units. Temporary sales  
4 and construction trailers and up to 10 model units may be located within the Project,  
5 subject to review and approval at the time of site development plan approval in  
6 accordance with the LDC.

7 (d) Common Areas. Common areas are located throughout the Project and  
8 may include open space, landscape areas, recreation (active and passive), an amenity  
9 center, pocket parks, and sales centers.

10 **SECTION 5. DEVELOPMENT PLAN**

11 (a) The Master Plan depicts the general layout of the entire development for  
12 the Project. The exact location of structures, lot lines, roadways, parks, community  
13 amenities, internal landscape buffers, wetlands, drainage facilities and other  
14 improvements shown on the Master Plan will be determined or may be modified during  
15 review of the site development plans and subdivision master plans and plats.  
16

17 (b) Adjustments to the Master Plan are anticipated to occur during the site  
18 development plan and subdivision plat review processes. Revisions which meet the  
19 intent and purpose of the City's Comprehensive Plan and LDC shall be approved by the  
20 LUA, if the substantial integrity of the original Master Plan and the development standards  
21 contained herein are maintained. Any modification to the Master Plan that increases the  
22 intensity or types of development uses, increases building heights, reduces the total  
23 amount of open space, or decreases the size of any perimeter buffer within the Project  
24  
25

1 shall require the approval of the City Council following the review and recommendation  
2 of the PLDRB.

3 (c) The Project may be developed in multiple phases as depicted on the Master  
4 Plan and as provided herein.

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

6 (a) The LDC applies to the SR-100 Property and development within it, unless  
7 expressly otherwise provided in this MPD Agreement.

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

10 (1) Accessory Uses. Accessory uses and structures, as defined in the  
11 LDC, shall be permitted within the Project. Standard residential accessory uses will be  
12 allowed within the building areas of the Project. Accessory uses and structures will be  
13 allowed in accordance with the LDC, provided such uses and structures are of a nature  
14 customarily incidental and clearly subordinate to a residential home as the permitted or  
15 principal use. Specifically, as follows:

17 a. Accessory uses or structures contained within or attached to a  
18 residential home shall be considered a part of the principal  
19 structure and not an accessory building and shall meet the same  
20 requirements for setbacks as the principal structure, except as  
21 provided in Section 6(b)(1)(b) below.

22 b. Accessory uses such as pools, covered pools, patios, outdoor  
23 fireplaces, decks, and gazebos, either attached or detached from  
24

1 the principal structure, may be constructed up to a minimum of  
2 five (5) feet from the rear or side property boundary.

3 c. No accessory structure, excluding yard ornaments, shall be  
4 located within the required front yard.

5 d. Yard ornaments may be permitted in any required yard subject to  
6 height limitations and requirements limiting obstruction of visibility  
7 as defined in the LDC.

8 e. No permanent structures shall be allowed within any (public or  
9 private) drainage or utility easement. Examples of permanent  
10 structures shall include, but are not limited to, buildings, footings,  
11 decks, screened enclosures, patios, swimming pools and pool  
12 decks.

13 f. No air-conditioning or electrical equipment, masonry walls or  
14 masonry fences, swimming pools, swimming pool decks,  
15 swimming pool enclosures or signs shall be located or  
16 constructed within any drainage or underground utility easement.

17 g. Mechanical equipment (HVAC, generators, pool equipment, etc.)  
18 shall be set back three (3) feet from the side and rear property  
19 boundaries.  
20

21 (2) Stormwater. The SR-100 Property is being developed with roads  
22 and a drainage system that will be maintained by a property owners association or a CDD.  
23 Stormwater runoff from the Project will be conveyed to on-site stormwater retention  
24 systems by means of grassed swales, curb gutters, and an underground drainage pipe  
25



1 system. The stormwater retention systems onsite may be interconnected with such  
2 systems on adjacent sites, subject to approval of the SJRWMD and the City. The City  
3 and Owner will coordinate at time of subdivision master plan review to ensure that offsite  
4 drainage will not be affected by the onsite improvements.

5 (3) Roadways/Rights-of-Way. The Project is being developed with  
6 roads and other transportation improvements that will remain private, unless voluntarily  
7 dedicated to and accepted by the City, and will be maintained by a property management  
8 association or a Community Development District (“CDD”), if approved by the City.  
9 Internal access to all residential structures and amenities shall be provided by rights-of-  
10 way to be maintained by a property owners association or the CDD. Neighborhood  
11 streets shall have a fifty (50) foot right of way, with a minimum twenty-two (22) feet of  
12 travel lanes with two (2) feet of drivable curb, and cul-de-sacs shall have a 124’ right-of-  
13 way diameter and a 104’ pavement diameter. Islands may be constructed in the cul-de-  
14 sacs so long as a minimum asphalt roadway width of twenty-two (22) feet with two (2)  
15 feet of drivable curb is maintained and does not impede fire truck movement. The Project  
16 shall provide and maintain two access points onto SR 100. One of these access points  
17 will be improved and may be gated at the primary entrance to the Project as depicted on  
18 the Master Plan. The second access point to SR 100 may be a stabilized right of way for  
19 emergency access only in the general location depicted on the Master Plan and must be  
20 constructed prior to the improvement of more than fifty (50) residential lots for sale within  
21 the Project. An additional permanent improved access point to Old Kings Road will be  
22 provided for later phases of the Project in the general location depicted on the Master  
23 Plan. The access onto Old Kings Road shall be constructed as a stabilized emergency  
24  
25

1 access during construction of the Project's Phase 2, and then open as a permanent  
2 access prior to completion of Phase 2. Owner will work with the City to ensure that the  
3 additional permanent access point to Old Kings Road will be compatible with any interim  
4 and ultimate plans for improvements to Old Kings Road and the intersection of Old Kings  
5 Road and Town Center Boulevard to avoid conflicts and to provide for safe and efficient  
6 traffic and pedestrian movements to and from the Project. This may include dedication  
7 of land to the City for additional right of way from the portion of the Project designated for  
8 this purpose on the Master Plan. If the City requires the dedication of land for additional  
9 right of way as provided for in the previous sentence or the relocation of the additional  
10 permanent access point to Old Kings Road, then the City shall be responsible for all costs,  
11 approvals and permits, including, without limitation, wetland impacts and mitigation,  
12 protected species impacts and mitigation, and connecting the additional permanent  
13 access point to the Project with the improvements to Old Kings Road and the intersection  
14 of Old Kings Road and Town Center Boulevard. The final design and configuration for  
15 the additional permanent access point to Old Kings Road and any additional right of way  
16 the City may require for the ultimate plan for improvements to Old Kings Road and the  
17 intersection of Old Kings Road and Town Center Boulevard will be determined by the  
18 Land Use Administrator during Phase 2 permitting for the Project. During development  
19 of the Project, emergency vehicle access shall be permitted through the Property at all  
20 times.  
21

22 (4) Landscape. Efforts to preserve and enhance the Project design will  
23 be achieved through adjustments of building, parking, roadway, and stormwater locations  
24 and through landscaping that will blend with the natural vegetation yet carefully  
25

1 accentuate the residential areas, entrances, and other common spaces. General areas  
2 around parking lots, roadways, entrances, residential buildings, and other common areas  
3 will be landscaped with ornamental and native plant materials and in accordance with the  
4 LDC. These areas will be landscaped to include pockets of preserved trees, enhanced  
5 street frontage landscaping, garden courtyards, foundation, and other types of  
6 landscaping to reflect outdoor spaces and to blend with the natural vegetation. All  
7 ornamental landscape beds and lawn areas will have irrigation. Florida Water Star  
8 landscaping standards are encouraged where feasible.

9 a. Specimen and Historic Tree Preservation. In addition to all  
10 requirements from Chapter 11 of the LDC, the Owner shall agree  
11 to perform the following:

12 i. Employ an International Society of Arboriculture (ISA)  
13 Master Certified Arborist to assist during both the  
14 Subdivision Master Plan and Preliminary Plat process.

15 ii. The arborist shall work with the engineer of record to  
16 reasonably adjust lot lines, modify building footprints and  
17 stormwater facilities, and similar activities to save the  
18 maximum practicable number of specimen and historic  
19 trees. Specimen or historic trees that are within the  
20 buildable area of a lot may be removed if all reasonable  
21 efforts to shift or flip the building footprint cannot save the  
22 tree(s).  
23  
24  
25

1 (5) Signage and Entry Features. All signage shall be regulated per the  
2 LDC except as provided herein. Directional signage for pocket parks, recreational areas,  
3 and other community amenities may be provided throughout the Project. Directional signs  
4 shall be uniform and consistent in design throughout the Project and shall be located in a  
5 tract or easement designated for signage and maintained by a property owners  
6 association or CDD. Directional signage may include the identity of the facility or amenity.  
7 The monument entrance signage at the entrance into the Project from SR-100 may be  
8 dual entry on both sides of the entrance, at the option of Owner. A screening wall  
9 constructed of concrete or masonry up to 6 feet in height may be constructed, at the  
10 option of Owner, along the frontage of SR-100. All signage will be consistent and uniform  
11 in design. All signs will comply with the setbacks and sight clearance requirements of the  
12 LDC, except as provided herein or as approved by the LUA as an administrative variance.  
13 The Owner reserves the right to construct secured entry gates to the Project or any of the  
14 communities within the phases of the Project. Vehicular access shall be designed to  
15 accommodate emergency vehicle access pursuant to the dimensional requirements of  
16 the LDC.  
17

18 (6) Recreation. Recreation facilities shall be provided consistent with  
19 LDC level of service standard.

20 (7) Pedestrian / Bicycle Access. A pedestrian / bicycle system will  
21 provide connection between the residential phases, pocket parks, community amenities  
22 and the City's and Flagler County's pedestrian and bike paths located adjacent to the  
23 boundaries of the Project, including the Lehigh Trail adjacent to the northern boundary  
24 and SR 100 adjacent to the southern boundary of the Project, for active and passive  
25

recreational needs. An offsite trail will be installed with minimal clearing, at the location designated on the Master Plan, to connect the Project's internal pedestrian / bicycle paths to the Lehigh Trail along with up to two benches near this connection for the use and benefit of the residents of the Project and the general public, subject to the review and approval of the Trustees for the Internal Improvement Trust Fund. Access to the Project from the Lehigh Trail connection will be gated.

(8) Lighting. Decorative pole mounted lighting fixtures will be provided throughout the Project, including, but not limited to, solar powered lighting fixtures. These lighting features will have a common architectural theme throughout the project. Additional landscape lighting may include low level lighting and occasional accent lighting. The locations of such fixtures shall be further described at the time of subdivision master plan approval for each phase of the Project.

(9) Nothing herein shall be deemed a prohibited exaction under Fla. Stat. 70.45, and Owner agrees it has not suffered any damages under that statute.

**SECTION 7. SITE DEVELOPMENT PLAN**

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

**Table of Site Development Requirements**

<b>TYPE</b>	<b>SINGLE FAMILY HOMESITES</b>	<b>COMMUNITY AMENITY CENTER</b>
Lot Width Minimum	40 ft	N/A
Lot Size Minimum	4,800 Sq.Ft.	N/A
Living Area Minimum	1,200 Sq.Ft.	N/A
Height Maximum <sup>1</sup>	35'	35'
Setbacks from Street Minimums <sup>2</sup>	N/A	Arterial/Collector Road 25' Local Road 20' Or Landscape Buffer whichever is greater
Front Setback Minimum <sup>2</sup>	20'	20'

Side Yard Setback Minimum <sup>2 3</sup>	5'	10'
Rear Setback Minimum <sup>2 3</sup>	10'	10' Interior boundary
Side Street Setback Minimum <sup>2 3 4</sup>	15'	5'
Max Impervious Surface Ratio (ISR)	.75	.75
Maximum Floor Area Ratio (FAR)	N/A	.40

<sup>1</sup> Roof heights shall be measured in accordance with the LDC.

<sup>2</sup> All setbacks will be measured from the lot line to the foundation of the structure.

<sup>3</sup> Minimum setbacks for accessory structures are defined in Section 6(b)(1) of this Agreement.

<sup>4</sup> Garage minimum setbacks shall be 20'.

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

(c) Parking. Parking shall comply with the LDC with amenity buildings minimum parking based on one space per 250 square feet of building area.

(d) Maintenance The common areas and other land that are owned or controlled by a property owner's association or CDD will be maintained by same.

(e) Services All services for the Project, including utilities, fire protection, solid waste, telephone, electricity, cable television, fiber optics, and stormwater management shall be provided by the responsible parties. All new utilities serving the Project shall be installed underground except wells and pump stations. Water and wastewater services will be provided by the City of Palm Coast.

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

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

1 (b) In the event that a dispute arises under this MPD Agreement, the parties  
2 shall attempt to resolve all disputes informally. A party who unreasonably refuses to  
3 submit to mediation may not later object in Circuit Court that the other party failed to  
4 comply with this Section 8(b) by not participating in the mediation prior to filing suit.

5 (c) Prior to the City filing any action or terminating this MPD Agreement as a  
6 result of a default under this MPD Agreement, the City shall first provide the Owner written  
7 notice of the said default. Upon receipt of said notice, the Owner shall be provided a thirty  
8 (30) day period in which to cure the default to the reasonable satisfaction of the City prior  
9 to the City filing said action or terminating this MPD Agreement. If thirty (30) days is not  
10 a reasonable period of time in which to cure the default, the length of the cure period shall  
11 be extended for a time period acceptable to the City, but in no case shall the cure period  
12 exceed ninety (90) days from the initial notification of default. Upon proper termination of  
13 the MPD Agreement, as provided herein, the zoning for the property shall revert back to  
14 the entitlements set forth in the DRI.  
15

16 **SECTION 9. NOTICES.**

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

20 (b) Any such notice shall be personally delivered or sent by registered or  
21 certified mail, overnight courier, facsimile, or telecopy.

22 (c) Any such notice will be deemed effective when received (if sent by hand  
23 delivery, overnight courier, telecopy, or facsimile) or on that date which is three (3) days  
24 after such notice is deposited in the United States mail (if sent by registered or certified  
25

1 mail).

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

3 As to the City: City Manager  
4 160 Lake Avenue  
5 Palm Coast, Florida, 32164

6 As to the Owner: JX Palm Coast Land, LLC  
7 ATTN: Blaz Kovacic, Vice President  
8 201 East Las Olas Blvd., Suite 1900  
9 Fort Lauderdale, FL 33301

10 **SECTION 10. SEVERABILITY.**

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

17 **SECTION 11. SUCCESSORS AND ASSIGNS.**

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

22 (b) This MPD Agreement touches and concerns the SR-100 Property.

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

25 **SECTION 12. GOVERNING LAW/VENUE/COMPLIANCE WITH LAW.**



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

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

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

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

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

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

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

24 This MPD Agreement shall be effective upon adoption by the City Council of the  
25

1 City and execution of this MPD Agreement by all parties and shall terminate ten (10) years  
2 from its effective date. This MPD Agreement may be extended by mutual consent of the  
3 City and the Owner, subject to a public hearing by the City Council to approve the consent  
4 by the City.

5 **SECTION 14. RECORDATION.**

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

11 **SECTION 15. PERMITS.**

12 (a) The failure of this MPD Agreement to address any specific City, county,  
13 state, or federal permit, condition, term, or restriction shall not relieve the Owner or the  
14 City of the requirement of complying with the law governing said permitting requirements,  
15 conditions, terms, or restrictions.

16 (b) The terms and conditions of this MPD Agreement determine concurrency  
17 for the Project.

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

21 **SECTION 16. THIRD PARTY RIGHTS.**

22 This MPD Agreement is not a third-party beneficiary contract and shall not in any  
23 way whatsoever create any rights on behalf of any third party.  
24  
25

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

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

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

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

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

11 **SECTION 19. FORCE MAJEURE.**

12 The parties agree that in the event that the failure by either party to accomplish  
13 any action required hereunder within a specific time period ("Time Period") constitutes a  
14 default under terms of this MPD Agreement and, if any such failure is due to any  
15 unforeseeable or unpredictable event or condition beyond the control of such party  
16 including, but not limited to, acts of God, acts of government authority (other than the  
17 City's own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power  
18 failure, shortages of labor or materials, injunction or other court proceedings beyond the  
19 control of such party, or severe adverse weather conditions ("Uncontrollable Event"), then  
20 notwithstanding any provision of this MPD Agreement to the contrary, that failure shall  
21 not constitute a default under this MPD Agreement and any Time Period prescribed  
22 hereunder shall be extended by the amount of time that such party was unable to perform  
23 solely due to the Uncontrollable Event.  
24  
25

1 **SECTION 20. CAPTIONS.**

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

5 **SECTION 21. INTERPRETATION.**

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

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

13 **SECTION 22. COUNTERPARTS.**

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

17 **SECTION 23. MODIFICATIONS / AMENDMENTS/NON-WAIVER.**

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

22 (b) Failure of any party hereto to exercise any right hereunder shall not be  
23 deemed a waiver of any such right and shall not affect the right of such party to exercise  
24  
25

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

**SECTION 24. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENTS.**

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

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

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

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

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

9  
10 WITNESSES:

**JX Palm Coast Land, LLC**  
A Florida Limited Liability Company

11  
12 \_\_\_\_\_

13 (print)

By: \_\_\_\_\_  
Blaz Kovacic, Vice President

14  
15 \_\_\_\_\_

16 (print)

17  
18 STATE OF FLORIDA

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

20 The foregoing instrument was acknowledged before me by means of  physical presence  
21 or  online notarization, this \_\_\_\_\_ (date) by Blaz Kovacic, Vice  
22 President of JX Palm Coast Land, LLC, a Florida Limited Liability Company, on behalf of  
23 the company. He is personally known to me or who has produced (type of identification)  
24 as identification.

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

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

My Commission expires: \_\_\_\_\_

CITY OF PALM COAST, FLORIDA

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\_\_\_\_\_  
David Alfin, Mayor

ATTEST:

\_\_\_\_\_  
Kaley Cook, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Neysa J. Borkert, City Attorney

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_(date) by \_\_\_\_\_ (name of person acknowledging), who is personally known to me or who has produced (type of identification) as identification.

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

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

My Commission expires:

**EXHIBIT "A"**

LEGAL DESCRIPTION

OFFICIAL RECORDS BOOK 2724, PAGE 1784

BEING A PART OF SECTIONS 4, PART OF FR'S PELLIECER GRANT (SECTION 39) AND A PART OF MCDON'ELY BLACK GRANT (SECTION 40), TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD (A 100 FOOT MONUMENT RIGHT-OF-WAY) AND THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 (A 200 FOOT RIGHT-OF-WAY); THENCE N 87°48'45" E ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 100 FOR A DISTANCE OF 79.60 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE N 02°11'15" W FOR A DISTANCE OF 24.00 FEET; THENCE N 87°48'45" E PARALLEL WITH THE SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 A DISTANCE OF 868.71 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE THE FOLLOWING COURSE AND DISTANCE ALONG THE APPROXIMATE UPLAND SIDE OF A WETLAND: THENCE N 23°46'37" W A DISTANCE OF 309.76 FEET; THENCE N 87°50'18" E A DISTANCE OF 81.42 FEET; THENCE N 02°01'18" E A DISTANCE OF 152.26 FEET; THENCE N 49°35'38" E A DISTANCE OF 163.44 FEET; THENCE N 57°25'13" E A DISTANCE OF 139.56 FEET; THENCE N 35°51'53" E A DISTANCE OF 80.63 FEET; THENCE N 37°28'27" W A DISTANCE OF 189.56 FEET; THENCE S 71°24'28" W A DISTANCE OF 65.32 FEET; THENCE N 23°55'22" W A DISTANCE OF 191.00 FEET; THENCE N 32°00'32" W A DISTANCE OF 162.42 FEET; THENCE N 40°33'42" W A DISTANCE OF 162.61 FEET; THENCE S 61°16'18" W A DISTANCE OF 160.60 FEET; THENCE S 47°56'03" W A DISTANCE OF 136.98 FEET; THENCE S 82°39'53" W A DISTANCE OF 240.90 FEET; THENCE N 26°35'32" W A DISTANCE OF 224.76 FEET; THENCE N 65°34'07" W A DISTANCE OF 157.70 FEET; THENCE N 18°34'47" W A DISTANCE OF 91.65 FEET; THENCE N 30°06'23" E A DISTANCE OF 95.79 FEET; THENCE N 06°54'53" E A DISTANCE OF 83.87 FEET; THENCE N 79°48'42" W A DISTANCE OF 77.16 FEET; THENCE S 30°41'18" W A DISTANCE OF 128.85 FEET; THENCE N 41°09'52" W A DISTANCE OF 114.68 FEET; THENCE N 81°43'42" W A DISTANCE OF 111.79 FEET; THENCE S 33°16'58" W A DISTANCE OF 136.88 FEET; THENCE S 52°56'28" W A DISTANCE OF 140.60 FEET; THENCE N 84°49'42" W A DISTANCE OF 99.96 FEET; THENCE S 88°03'03" W A DISTANCE OF 86.69 FEET; THENCE N 38°47'49" W A DISTANCE OF 81.75 FEET TO THE CENTER LINE OF A 80 FEET WIDE DRAINAGE CANAL; THENCE CONTINUE ALONG THE SAID UPLAND LINE OF N 27°25'56" W A DISTANCE OF 133.41 FEET; THENCE N 04°07'27" E A DISTANCE OF 81.48 FEET; THENCE N 50°42'03" W A DISTANCE OF 157.13 FEET; THENCE N 01°39'23" W A DISTANCE OF 98.02 FEET; THENCE N 32°50'53" W A DISTANCE OF 129.71 FEET; THENCE N 02°23'08" W A DISTANCE OF 103.99 FEET; THENCE N 33°50'27" E A DISTANCE OF 103.26 FEET; THENCE N 18°43'17" E A DISTANCE OF 160.81 FEET; THENCE N



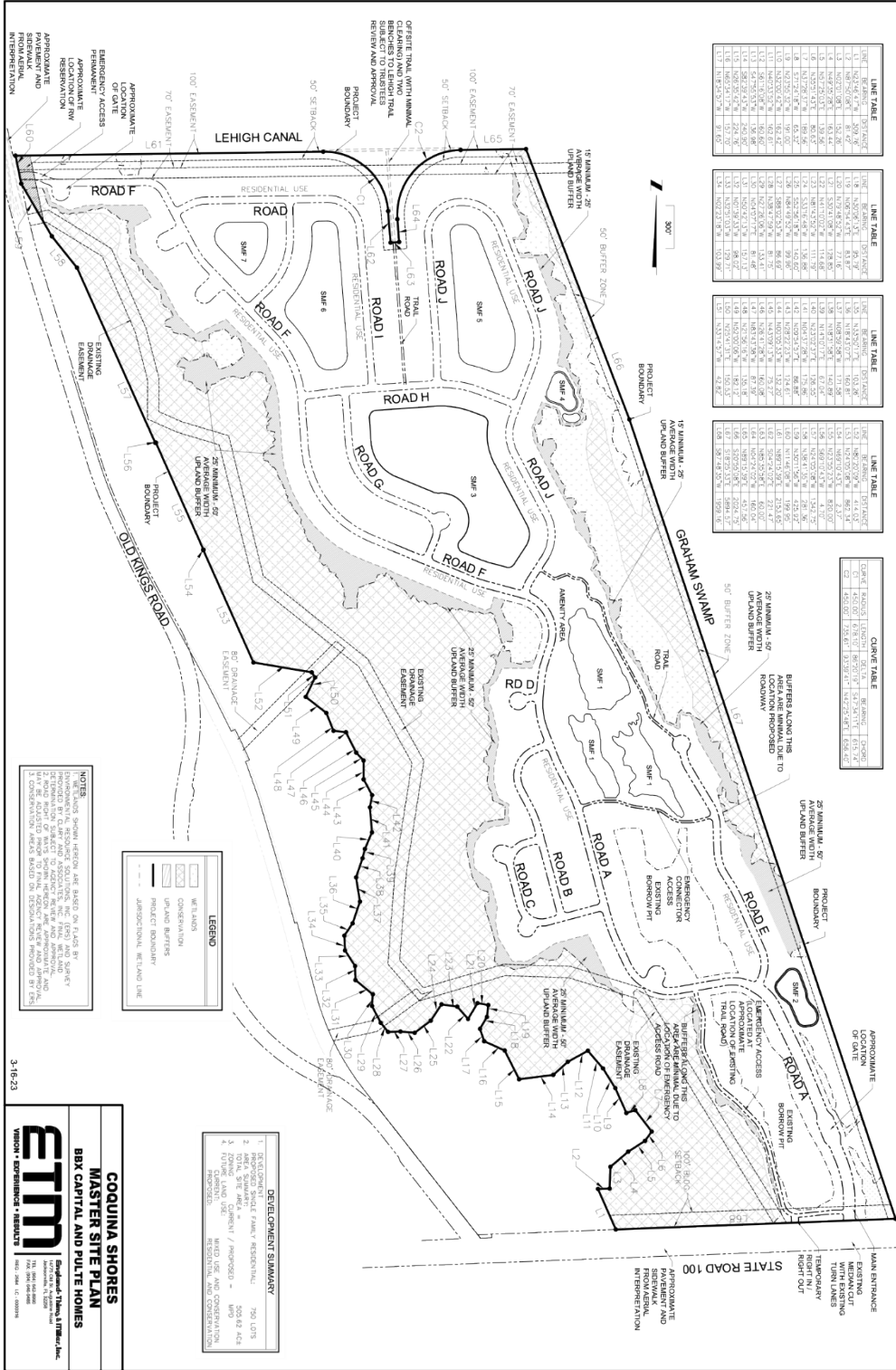
08°59'48" W A DISTANCE OF 171.58 FEET; THENCE N 18°32'08" E A DISTANCE OF 140.89 FEET; THENCE N 14°10'27" E A DISTANCE OF 67.04 FEET; THENCE N 23°02'47" E A DISTANCE OF 126.55 FEET; THENCE N 04°37'18" W A DISTANCE OF 175.86 FEET; THENCE N 09°55'07" E A DISTANCE OF 86.88 FEET; THENCE N 28°22'13" W A DISTANCE OF 124.61 FEET; THENCE N 00°05'23" W A DISTANCE OF 132.00 FEET; THENCE N 43°09'03" W A DISTANCE OF 72.27 FEET; THENCE N 26°41'18" W A DISTANCE OF 160.08 FEET; THENCE N 83°43'28" W A DISTANCE OF 87.39 FEET; THENCE N 21°56'06" W A DISTANCE OF 135.18 FEET; THENCE N 51°59'56" W A DISTANCE OF 182.12 FEET; THENCE N 25°41'41" E A DISTANCE OF 150.53 FEET; THENCE N 33°14'47" W A DISTANCE OF 42.82 FEET TO THE CENTER LINE OF AN 80 FOOT WIDE DRAINAGE CANAL; THENCE N 80°19'59" W LEAVING SAID UPLAND TO WETLANDS A DISTANCE OF 414.03 FEET; THENCE N 24°04'58" W A DISTANCE OF 3025.22 FEET; THENCE N 38°41'25" W A DISTANCE OF 281.36 FEET; THENCE N 30°11'46" W A DISTANCE OF 425.92 FEET; THENCE N 11°45'58" W ALONG THE MONUMENTED EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD FOR A DISTANCE OF 199.95 FEET TO A POINT ON THE SOUTH LINE OF LEHIGH ROAD; THENCE N 89°15'49" E ALONG THE SOUTH LINE OF LEHIGH ROAD A DISTANCE OF 2153.65 FEET TO A POINT OF CURVE CONCAVE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 86°20'19", A CHORD BEARING OF S 47°34'01" E, A CHORD DISTANCE OF 615.74 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 678.10 FEET TO THE TANGENT THEREOF; THENCE S 04°23'52" E A DISTANCE OF 221.47 FEET; THENCE N 85°36'08" E FOR A DISTANCE OF 60.00 FEET; THENCE N 04°23'52" W A DISTANCE OF 160.04 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 93°39'41", A CHORD BEARING OF N 42°25'58" E, A CHORD DISTANCE OF 656.40 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 735.61 FEET TO A POINT ON THE SOUTH LINE OF SAID LEHIGH ROAD; THENCE N 89°15'49" E, A DISTANCE OF 457.56 FEET; THENCE LEAVING THE SOUTH LINE OF SAID LEHIGH ROAD S 20°54'58" E FOR A DISTANCE OF 2024.75 FEET; THENCE S 18°25'23" E FOR A DISTANCE OF 5894.57 FEET TO A POINT THAT IS 24.00 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 AS PREVIOUSLY STATED; THENCE S 87°48'45" W ALONG A LINE THAT IS PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 100 FOR A DISTANCE OF 1959.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT MASONIC CEMETERY WITH EASEMENT AS SET FORTH IN DEED BOOK 30, PAGE 201 AND DEED BOOK 32, PAGE 15, AND AS SET FORTH IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 551, PAGE 574, RE-RECORDED IN OFFICIAL RECORDS BOOK 554, PAGE 1271, ALL IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

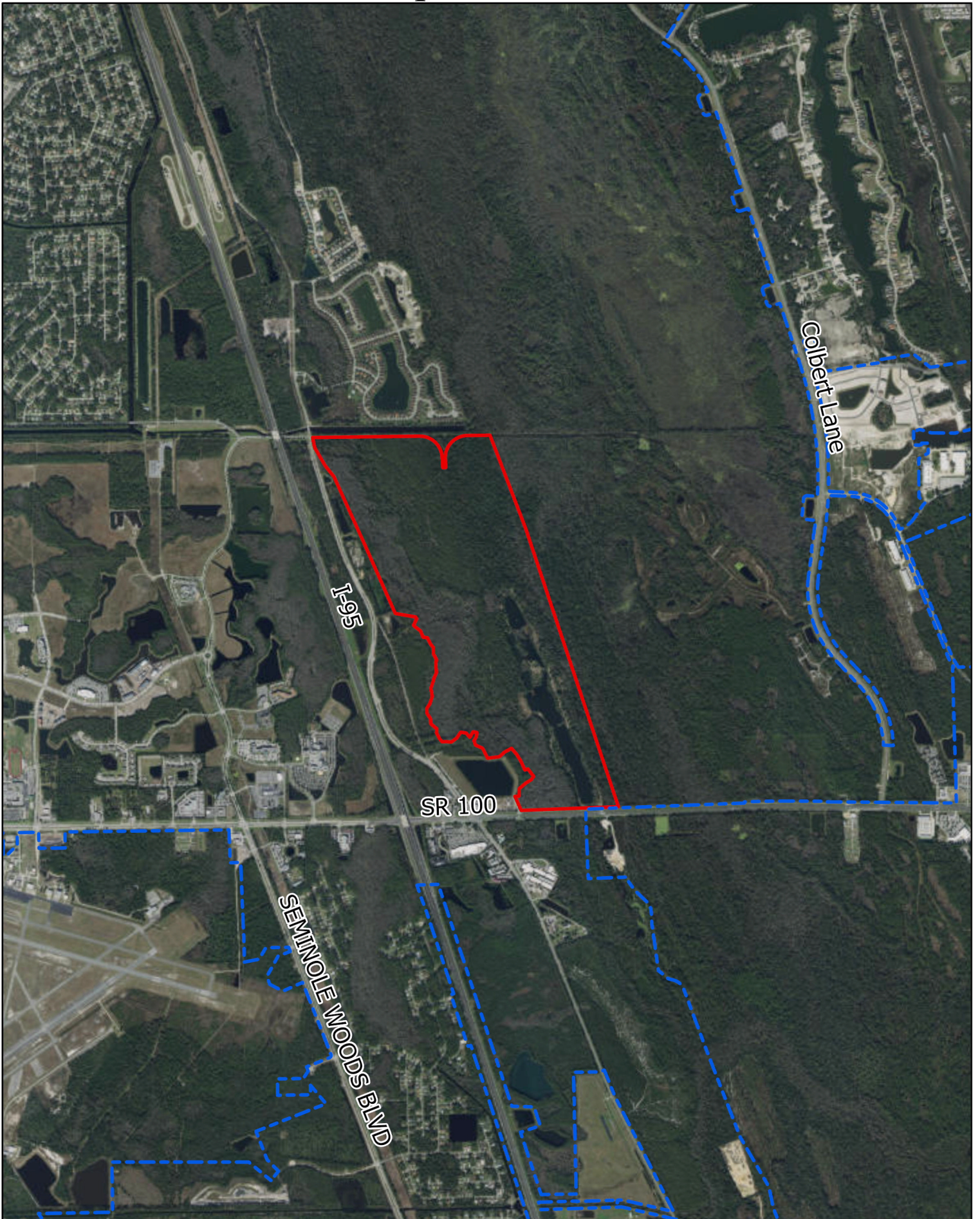
# EXHIBIT "B"

## MPD CONCEPTUAL MASTER PLAN



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# Coquina Shores

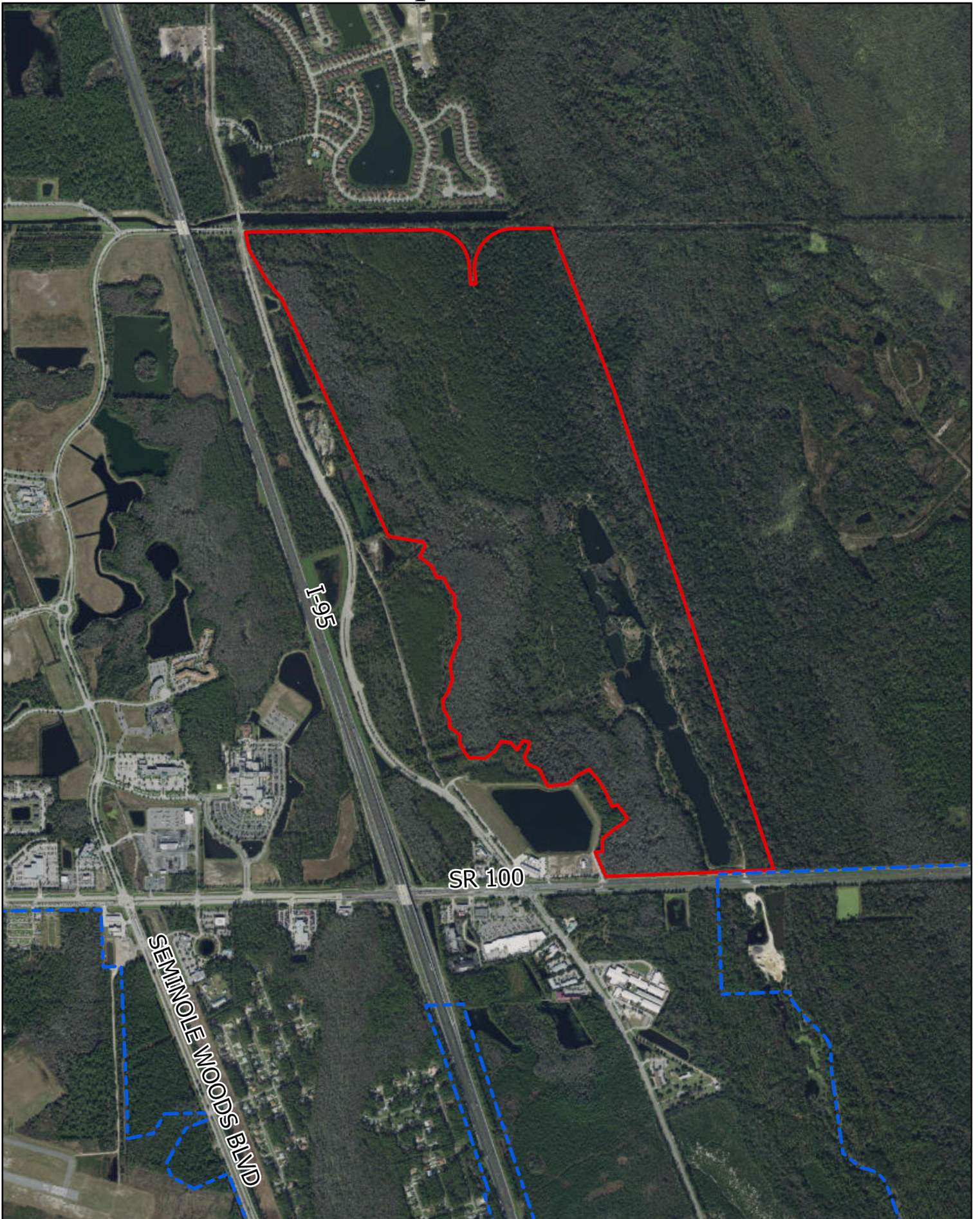


Legend



-  Palm Coast City Limits
-  Coquina Shores

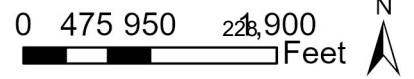


# Coquina Shores

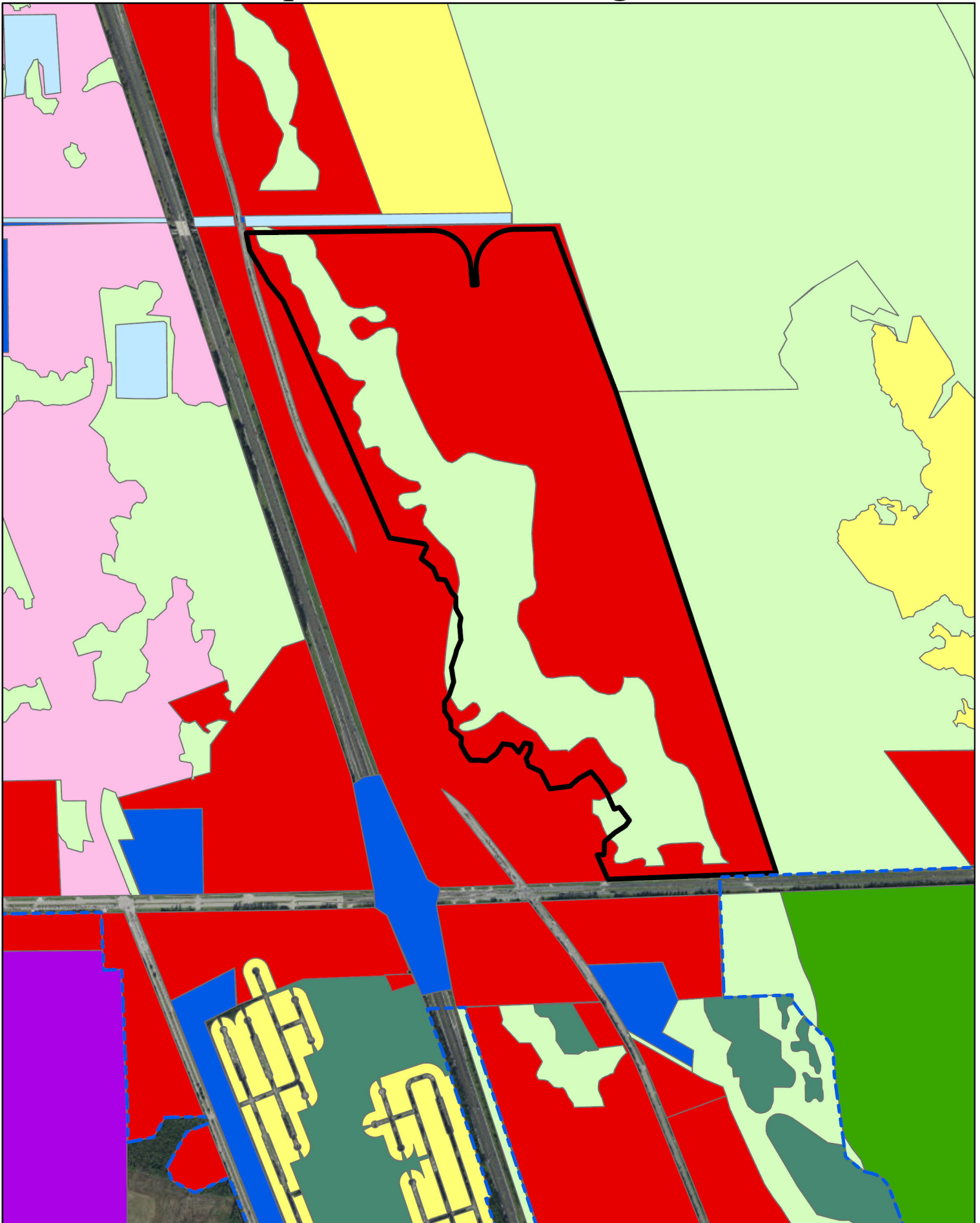


**Legend**

-  Palm Coast City Limits
-  Coquina Shores

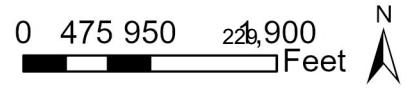


# Coquina Shores-Existing FLUM

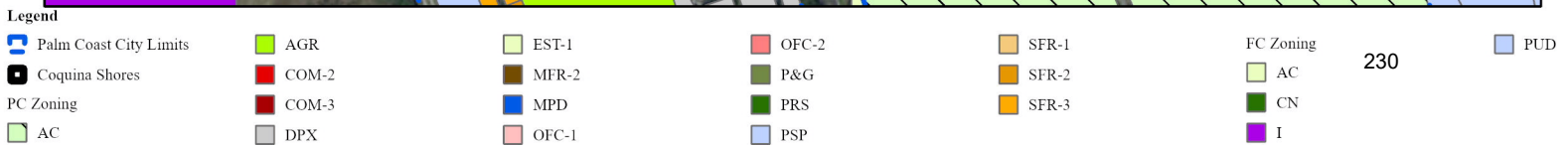
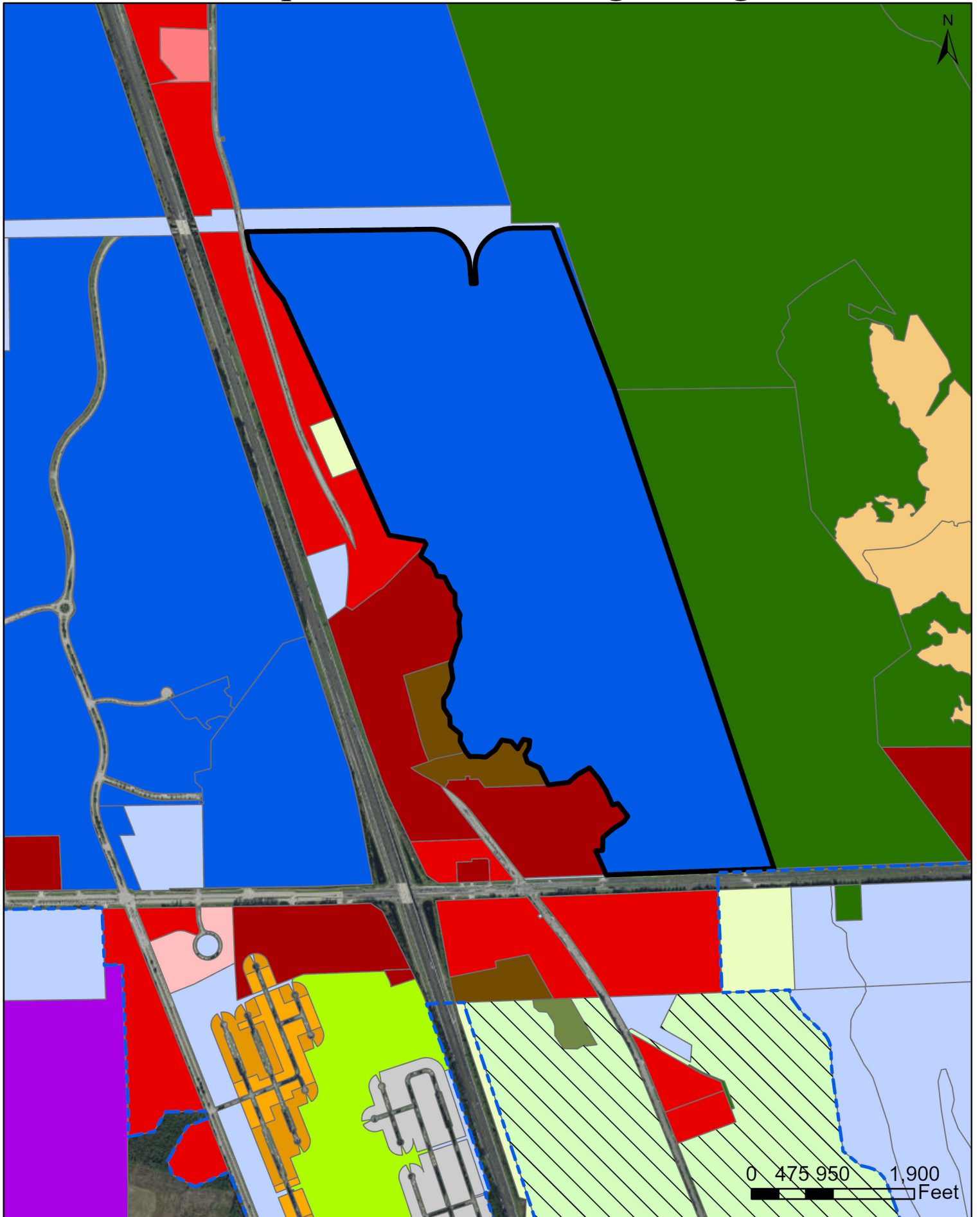


**Legend**

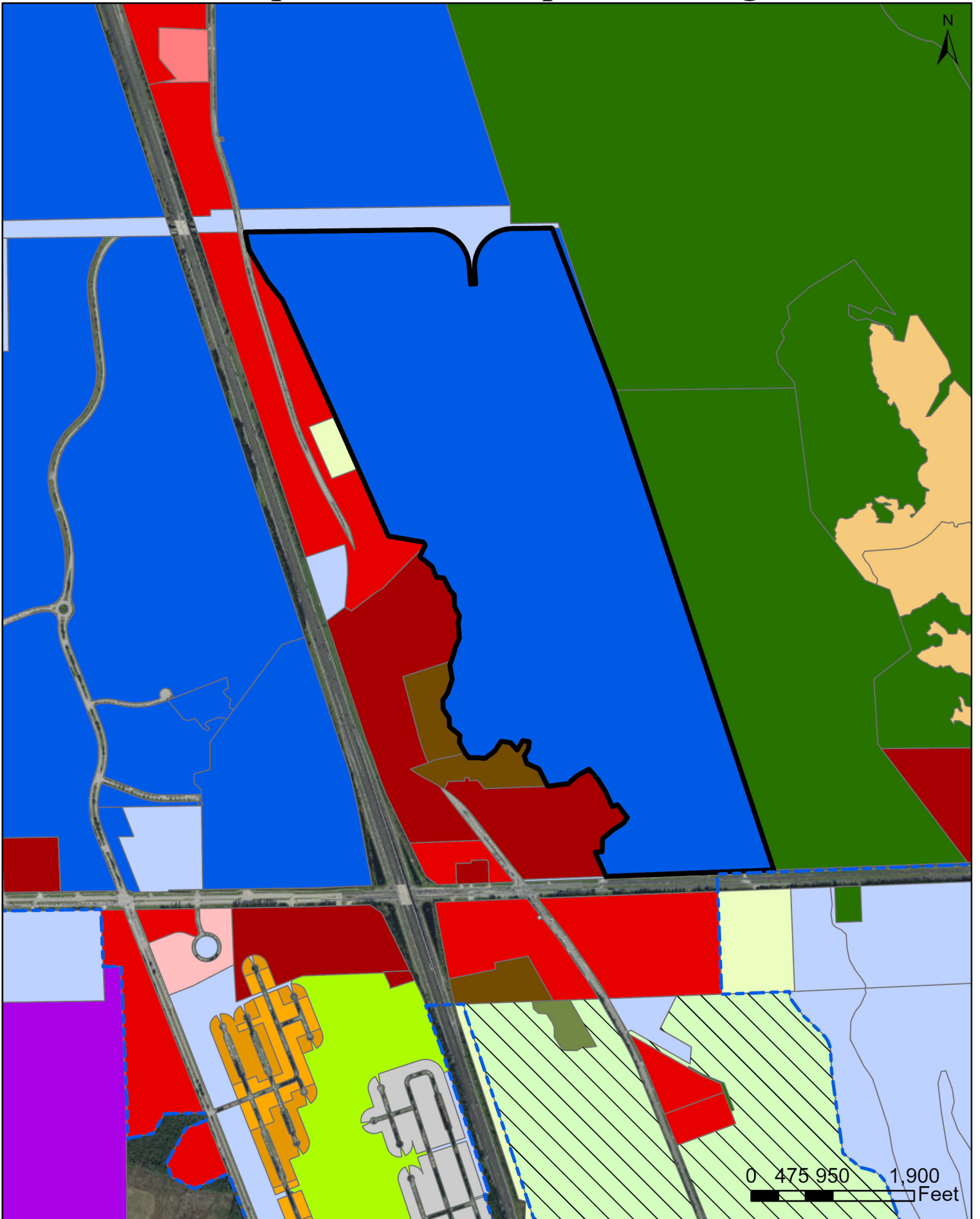
- |                        |                |             |           |
|------------------------|----------------|-------------|-----------|
| Palm Coast City Limits | Conservation   | Mixed Use   | COMM-HIGH |
| Coquina Shores         | DRI-Urban Core | Residential | CONS      |
| PC FLUM                | Greenbelt      | FC FLUM     | IND       |
| Canals                 | Institutional  | AG-TIMBER   |           |



# Coquina Shores-Existing Zoning



# Coquina Shores-Proposed Zoning



<b>Legend</b>					
Palm Coast City Limits	AGR	EST-1	OFC-2	SFR-1	<b>FC Zoning</b>
Coquina Shores	COM-2	MFR-2	P&G	SFR-2	AC
<b>PC Zoning</b>	COM-3	MPD	PRS	SFR-3	CN
AC	DPX	OFC-1	PSP		I
					PUD
					231

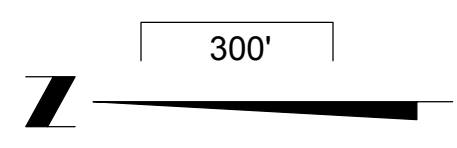
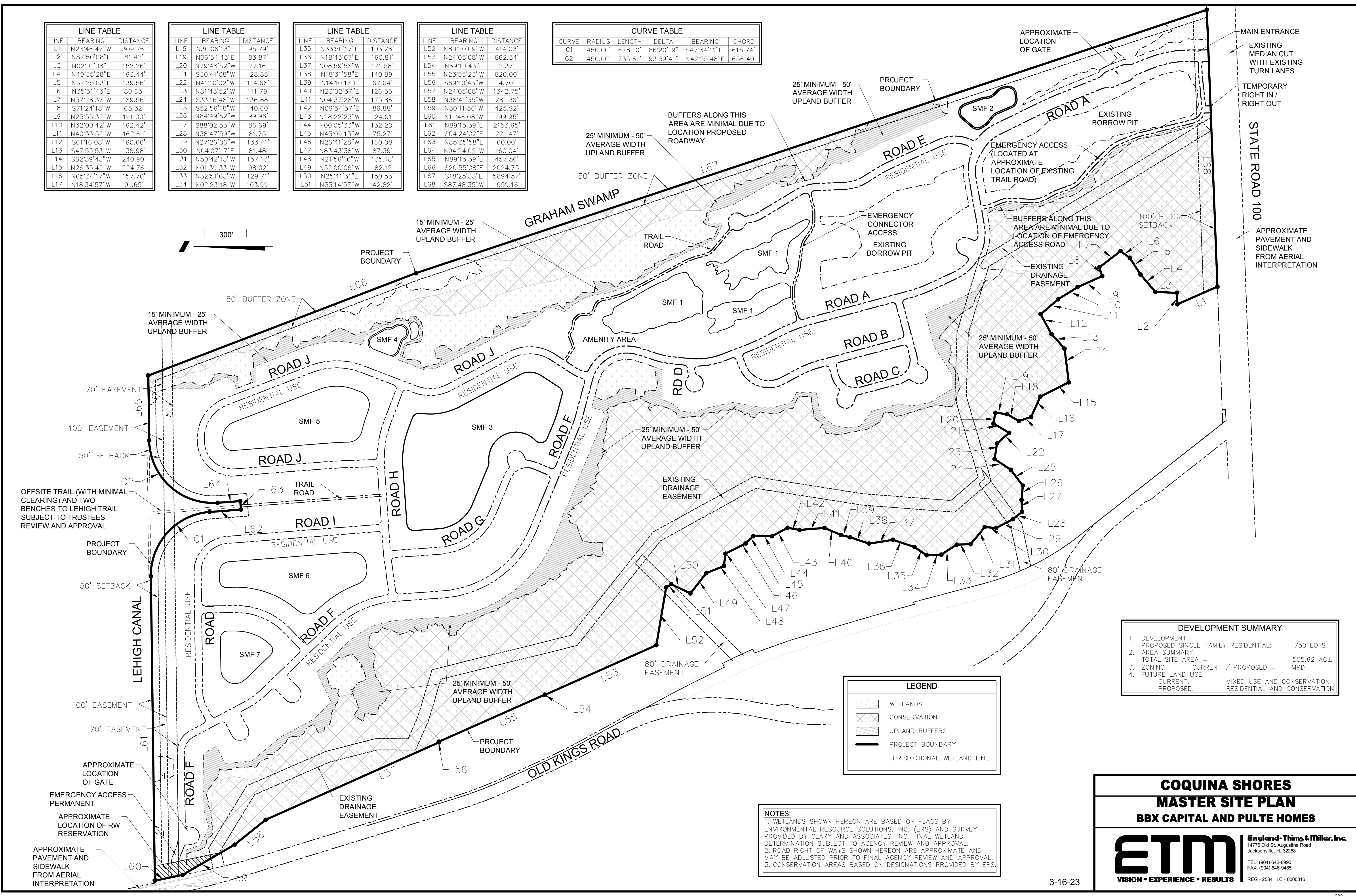
LINE	BEARING	DISTANCE
L1	N23°46'47"W	309.76'
L2	N87°50'08"E	81.42'
L3	N02°01'08"E	152.26'
L4	N49°35'28"E	163.44'
L5	N57°25'03"E	139.56'
L6	N35°51'43"E	80.63'
L7	N37°28'37"W	189.56'
L8	S71°24'18"W	65.32'
L9	N23°55'32"W	191.00'
L10	N32°00'42"W	162.42'
L11	N40°33'52"W	162.61'
L12	S61°16'08"W	160.60'
L13	S47°55'53"W	136.98'
L14	S82°39'43"W	240.90'
L15	N26°35'42"W	224.76'
L16	N65°34'17"W	157.70'
L17	N18°34'57"W	91.65'

LINE	BEARING	DISTANCE
L18	N30°06'13"E	95.79'
L19	N06°54'43"E	83.87'
L20	N79°48'52"W	77.16'
L21	S30°41'08"W	128.85'
L22	N41°10'02"W	114.68'
L23	N81°43'52"W	111.79'
L24	S33°16'48"W	136.88'
L25	S52°56'18"W	140.60'
L26	N84°49'52"W	99.96'
L27	S88°02'53"W	86.69'
L28	N38°47'59"W	81.75'
L29	N27°26'06"W	133.41'
L30	N04°07'17"E	81.48'
L31	N50°42'13"W	157.13'
L32	N01°39'33"W	98.02'
L33	N32°51'03"W	129.71'
L34	N02°23'18"W	103.99'

LINE	BEARING	DISTANCE
L35	N33°50'17"E	103.26'
L36	N18°43'07"E	160.81'
L37	N08°59'58"W	171.58'
L38	N18°31'58"E	140.89'
L39	N14°10'17"E	67.04'
L40	N23°02'37"E	126.55'
L41	N04°37'28"W	175.86'
L42	N09°54'57"E	86.88'
L43	N28°22'23"W	124.61'
L44	N00°05'33"W	132.20'
L45	N43°09'13"W	75.27'
L46	N26°41'28"W	160.08'
L47	N83°43'38"W	87.39'
L48	N21°56'16"W	135.18'
L49	N52°00'06"W	182.12'
L50	N25°41'31"E	150.53'
L51	N33°14'57"W	42.82'

LINE	BEARING	DISTANCE
L52	N80°20'09"W	414.03'
L53	N24°05'08"W	862.34'
L54	N69°10'43"E	2.37'
L55	N23°55'23"W	820.00'
L56	S69°10'43"W	4.70'
L57	N24°05'08"W	1342.75'
L58	N38°41'35"W	281.36'
L59	N30°11'56"W	425.92'
L60	N11°46'08"W	199.95'
L61	N89°15'39"E	2153.65'
L62	S04°24'02"E	221.47'
L63	N85°35'58"E	60.00'
L64	N04°24'02"W	160.04'
L65	N89°15'39"E	457.56'
L66	S20°55'08"E	2024.75'
L67	S18°25'33"E	5894.57'
L68	S87°48'35"W	1959.16'

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	450.00'	678.10'	86°20'19"	S47°34'11"E	615.74'
C2	450.00'	735.61'	93°39'41"	N42°25'48"E	656.40'



DEVELOPMENT SUMMARY	
1. DEVELOPMENT	
PROPOSED SINGLE FAMILY RESIDENTIAL:	750 LOTS
2. AREA SUMMARY:	
TOTAL SITE AREA =	505.62 AC±
3. ZONING CURRENT / PROPOSED =	MPD
4. FUTURE LAND USE:	
CURRENT:	MIXED USE AND CONSERVATION
PROPOSED:	RESIDENTIAL AND CONSERVATION

LEGEND	
	WETLANDS
	CONSERVATION
	UPLAND BUFFERS
	PROJECT BOUNDARY
	JURISDICTIONAL WETLAND LINE

**NOTES:**  
 1. WETLANDS SHOWN HEREON ARE BASED ON FLAGS BY ENVIRONMENTAL RESOURCE SOLUTIONS, INC. (ERS) AND SURVEY PROVIDED BY CLARY AND ASSOCIATES, INC. FINAL WETLAND DETERMINATION SUBJECT TO AGENCY REVIEW AND APPROVAL.  
 2. ROAD RIGHT OF WAYS SHOWN HEREON ARE APPROXIMATE AND MAY BE ADJUSTED PRIOR TO FINAL AGENCY REVIEW AND APPROVAL.  
 3. CONSERVATION AREAS BASED ON DESIGNATIONS PROVIDED BY ERS.

**COQUINA SHORES**  
**MASTER SITE PLAN**  
**BBX CAPITAL AND PULTE HOMES**

**ETM**  
 VISION • EXPERIENCE • RESULTS

**England-Thing & Miller, Inc.**  
 14775 Old St. Augustine Road  
 Jacksonville, FL 32258  
 TEL: (904) 642-8990  
 FAX: (904) 646-9485  
 REG - 2584 LC - 0000316

PLOTTED: March 16, 2023 - 8:35 AM, BY: Scott Lockwood  
 \\etm-file-02\projects\2021\21-203\LandDev\Design\Photos\Exhibits\MPD-Site.dwg





# City of PALM COAST

## GENERAL - APPLICATION

DATE 10/03/2022

APPLICATION TYPE REZONING MASTER PLANNED DEVELOPMENT

PROJECT NAME		Coquina Shores			
LOCATION OF SUBJECT PROPERTY ( PHYSICAL ADDRESS)		98.48 ACRES THAT PART OF SECTION BOUNDED ON NORTH BY LEHIGH RAIL ROAD AND ON EAST BY A WETLAND LINE DESCRIBED IN OFFICIAL RECORDS BOOK 616, PAGE 1332			
PROPERTY APPRAISER'S PARCEL NUMBER		04-12-31-0000-04030-0000			
LEGAL DESCRIPTION		89.15 ACRES THAT PART OF SECTION BOUNDED ON NORTH BY LEHIGH RR & ON EAST BY A WETLAND LINE DESC IN OR 616 PG 1332OR 616 PG 360 OR 616 PG 1332 OR 879 PG 1428 OR 1027 PG 212 OR 1829			
SUBDIVISION NAME					
SECTION	04	BLOCK	04030	LOT	0000
PROPERTY ACRES	505.62	PROPERTY SQ FT	22024807		
FUTURE LAND USE MAP DESIGNATION		EXISTING ZONE DISTRICT			
OVERLAY DISTRICT					
COMMUNITY PANEL NUMBER	120684	MAP PANEL DATE	06/06/2018		
FLOOD ZONE					
PRESENT USE OF PROPERTY					
DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS)					
Coquina Shores - Rezoning to Master Planned Development					
PROPOSED NUMBER OF LOTS		IS THERE EXISTING MORTGAGE?	No		



# City of PALM COAST

OWNER	APPLICANT / AGENT
Name: JX PALM COAST LAND, LLC	Name: JAY LIVINGSTON
Mailing Address: 201 E. LAS OLAS BLVD., SUITE 1900 201 EAST LAS OLAS BLVD FORT LAUDERDALE, FL 33301	Mailing Address: 391 PALM COAST PARKWAY SW #1 PALM COAST, FL 32137
Phone Number: (954) 940-4944	Phone Number: (386) 439-2945
E-mail Address: BKOVACIC@BBXCAPITAL.COM	E-mail Address: JAY.LIVINGSTON314@PROTONMAIL.CH
MORTGAGE HOLDER	ENGINEER OR PROFESSIONAL
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
ARCHITECT	TRAFFIC ENGINEER
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
SURVEYOR	LANDSCAPE ARCHITECT
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:
ATTORNEY	
Name:	
Mailing Address:	
Phone Number:	
E-mail Address:	

**APPLICANT / OWNER'S AFFIDAVIT:** I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning

**APPLICANT / OWNER'S ELECTRONIC SUBMISSION STATEMENT:** Under penalty of perjury, I declare that all the information contained in this development application is true and correct. By signing this Electronic Submission Form, I consent to use electronic communications, electronic records, and electronic signatures rather than paper documents for the form(s) provided on this web site. I understand that my electronic signature is legally binding, as stated by [2016 Florida Statutes Title XXXIX Chapter 668 Section 50](#)

**Signature of Property Owner or Applicant**

JAY LIVINGSTON



**NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)**

COUNTY OF FLAGLER     X  
STATE OF FLORIDA     X

Before me this 4<sup>th</sup> day of April, 2023 personally appeared  
Kristy Goodwin who after providing FL DL as  
identification and who    did,     **did not** take an oath, and who being duly sworn, deposes  
and says as follows: "I have read and fully understand the provisions of this instrument".

  2   signs have been posted on the subject property subject to a rezoning as described  
(# of signs) with **Application #** 5243 5244


   At least fourteen (14) calendar days before the hearing date advertising the date, time, and  
location of the Planning & Land Development Regulation Board (PLDRB)

**AND/OR**


   At least fourteen (14) calendar days before the hearing date advertising the date, time, and  
location of the City Council 1st public hearing.

**AND/OR**

   At least ten (10) calendar days before the hearing date advertising the date, time, and location of  
the City Council 2nd public hearing.

  
Signature of Responsible Party

Kristy Goodwin  
Print Name & Mailing Address

  
Signature of Person Taking Acknowledgement

Raven E. Sward  
Name of Acknowledger (Typed, Printed or Stamped)



**This document, once executed, must be returned to a Land Development Technician in the City of Palm Coast Community Development Department prior to the hearing date. Failure to provide document by that time will result in the application not being placed on the agenda for a public hearing.**

**Please attach a photo of posted sign(s).**

# City of Palm Coast NOTICE OF PUBLIC HEARING

Application Number: 5243

The City of Palm Coast Planning Board will hold a public hearing on the application at

5:30, P.M. on 4/19/2023

The City of Palm Coast City Council will hold a public hearing on this application at

9:00, A.M. on 5/14/2023 for the 1st Hearing

6:00, P.M. on \_\_\_\_\_ for the 2nd Hearing

\_\_\_\_\_ City Council public hearing not required.

## Description of Request

\_\_\_\_\_ Special Exception

\_\_\_\_\_ Special Use

Rezoning

\_\_\_\_\_ Public Use

\_\_\_\_\_ Future Land Use Amendment

\_\_\_\_\_ Semi Public Use

Rezoning from a Mixed Use Planned Unit  
Development (PUD) to a Residential Master Planned  
Development (MPD)

Current Zoning: MPD

Property Size: 505.62

80.1 Acres

Applicant: Jay Livingston

## Public Hearing to be held at

Council Chambers in the Community Wing of City Hall  
160 Lake Avenue  
Palm Coast, FL 32177

For more information please call City of Palm Coast,  
Do not remove poster prior to the completion of public hearings

PLANNING 386-986-3736

# City of Palm Coast NOTICE OF PUBLIC HEARING

Application Number: 5244

The City of Palm Coast **Planning Board** will hold a public hearing on the application at  
5:30, P.M. on 4/19/2023

The City of Palm Coast **City Council** will hold a public hearing on this application at  
9:00, A.M. on 5/16/2023 for the 1st Hearing

6:00, P.M. on \_\_\_\_\_ for the 2nd Hearing

\_\_\_\_\_  
City Council public hearing not required.

## Description of Request

\_\_\_\_\_  
Special Exception

\_\_\_\_\_  
Rezoning

X Future Land Use Amendment

\_\_\_\_\_  
Special Use

\_\_\_\_\_  
Public Use

\_\_\_\_\_  
Semi Public Use

FLUM Amendment from Mixed Use and Conservation to Residential and Conservation

Current Zoning: MPD

Property Size: 505.62

Applicant: Jay Livingston

50.11 Acres

## Public Hearing to be held at

Council Chambers in the Community Wing of City Hall  
160 Lake Avenue

For more information please call City of Palm Coast,

Do not remove poster prior to the completion of public hearings

PLANNING 386-986-3736

# City of Palm Coast, Florida Agenda Item

Agenda Date: July 18, 2023

<b>Department</b>	PARKS & RECREATION	<b>Amount</b>
<b>Division</b>		<b>Account #</b>
<b>Subject</b>	RESOLUTION 2023-XX APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLAGLER COUNTY SCHOOL DISTRICT FOR JOINT USE OF REAL PROPERTY AND FACILITIES AND COORDINATION OF PROGRAMS AND SERVICES	
<b>Presenter: James Hirst, Director of Parks &amp; Recreation</b>		
<b>Background:</b>  <b><u>UPDATED BACKGROUND FROM THE JULY 11, 2023, WORKSHOP MEETING:</u></b> City Council heard a presentation on this item at their July 11, 2023, Workshop Meeting. There were no changes suggested to this item.  <b><u>ORIGINAL BACKGROUND FROM THE JULY 11, 2023, WORKSHOP MEETING:</u></b> The City of Palm Coast and the Flagler County School District are seeking approval from Council to approve the Interlocal Agreement for Joint Use of Real Property and Facilities and Coordination of Programs and Services to add attachments to the agreement to better define the property and facilities that are included within this agreement. Furthermore, both parties have added additional properties to this agreement.		
<b>Recommended Action:</b> <b>ADOPT RESOLUTION 2023-XX APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF PALM COAST AND FLAGLER COUNTY SCHOOL DISTRICT FOR JOINT USE OF REAL PROPERTY AND FACILITIES AND COORDINATION OF PROGRAMS AND SERVICES</b>		

**RESOLUTION 2023-\_\_**  
**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PALM COAST**  
**AND FLAGLER COUNTY SCHOOL DISTRICT FOR JOINT USE OF**  
**REAL PROPERTY AND FACILITIES AND COORDINATION OF**  
**PROGRAMS AND SERVICES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SCHOOL DISTRICT FOR JOINT USE OF REAL PROPERTY AND FACILITIES AND COORDINATION OF PROGRAMS AND SERVICES; AUTHORIZING THE MAYOR, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, this Interlocal Agreement is authorized pursuant to the provisions of Chapters 125, and 166, *Florida Statutes*, and other applicable laws; and

**WHEREAS**, this Interlocal Agreement will supersede the Interlocal Agreement for Joint Use of Real Property and Facilities and Coordination of Programs and Services entered into by the Parties on September 16, 2008, as recorded in Official Record Book 1680, Page 1816, of the Public Records of Flagler County.

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

**SECTION 1. APPROVAL OF INTERLOCAL AGREEMENT.** The City Council of the City of Palm Coast hereby approved the terms and conditions of the Interlocal Agreement with the Flagler County School District for Joint Use of Real Property and Facilities and Coordination of Programs and Services, as attached hereto and incorporated herein by reference as Exhibit "A."

**SECTION 2. AUTHORIZATION TO EXECUTE.** The City Council of the City of Palm Coast hereby authorizes the Mayor or Designee to execute the necessary documents.

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 18<sup>th</sup> day of July 2023.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

Attachments: Exhibit A - Interlocal Agreement with Flagler County School District for Joint Use of Real Property and Facilities and Coordination of Programs and Services



**MASTER AGREEMENT BETWEEN FLAGLER COUNTY SCHOOL DISTRICT  
AND THE CITY OF PALM COAST, FLORIDA FOR  
JOINT USE OF REAL PROPERTY AND FACILITIES  
AND COORDINATION OF PROGRAMS AND SERVICES**

THIS Master Agreement by and between the District School Board of Flagler County, Florida, a public corporation and governing body of the school district of Flagler County, duly created in accordance with Article IX, Section 4(b) Florida Constitution, and Chapter 1001, Florida Statutes, hereinafter referred to as the "School Board," and the City of Palm Coast, Florida, a subdivision municipal corporation of the State of Florida, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the governing bodies of the City and the School Board are mutually interested in an adequate program of community recreation and education; and

WHEREAS, an INTERLOCAL AGREEMENT was initially entered into on September 16, 2008, by and between the CITY OF PALM COAST, Florida, whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, hereinafter referred to as the "CITY", and the FLAGLER COUNTY SCHOOL DISTRICT, an agency of Florida state government, whose address is Post Office Box 755, Bunnell, Florida 32110-0755, hereinafter referred to as the "SCHOOL BOARD"; and

WHEREAS, the parties desire to provide for the joint use of certain sites and facilities owned by the City and certain school sites and facilities owned by the District School Board in order to provide greater access for the community; and

WHEREAS, substantial savings to the public can be obtained through the joint use of these properties and facilities for recreational and educational purposes; and

WHEREAS, in the interest of providing the best services with the least possible expenditure of public funds, cooperation between the City and the School Board is necessary and desirable; and

WHEREAS, the intent and vision of this Master Agreement and subsequent Sub-Agreements is to allow for neighborhood recreational and educational opportunities for school-aged children and their families; and

WHEREAS, the School Board is charged with financing the operation of all educational programs within Flagler County and the City's Parks and Recreation Department is charged with financing the operation of recreational programming and facilities within the City of Palm Coast, both entities have limited funds to expend for the development of playgrounds or fully developed recreational facilities for use by the residents of Flagler County; and

WHEREAS, the SCHOOL BOARD and the CITY have recognized the need for coordination and consolidation of certain services and programs and joint use of facilities; and

WHEREAS, this Master Agreement is entered into for the purpose of expanding access to public recreational facilities, eliminating duplication of services and programs and consolidating services and programs where reasonable within the CITY without impairing city or school facilities or disrupting the ongoing educational and local government process; and

WHEREAS, the joint use of school and city facilities and coordinated approach to common services and programs fulfills an essential and valuable public purpose and is consistent with the provisions of State law; and

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, permits any political subdivision or governmental entity of the State of Florida, to exercise jointly with any other political subdivision of the State of Florida, any power, privilege, or authority which said political subdivision share in common and which each might exercise separately; and

WHEREAS, the acquisitions, ownership, custody, operation, maintenance, lease or sale of real-property are all permitted purposes of an Interlocal agreement under the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, political subdivisions and governmental entities may provide for the manner of allocating any liabilities that might be incurred through the performance of an Interlocal Agreement and insuring against such liabilities.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

**SECTION 1. GRANT OF USE.**

(a) The SCHOOL BOARD hereby grants the CITY the non-exclusive right to use SCHOOL DISTRICT facilities listed in Attachment “A”, when the use thereof does not interfere or conflict with any School Board programs. Attachment “A” can be amended at any time by written agreement of the parties and does not require a formal amendment to this Agreement.

(b) The CITY hereby grants the SCHOOL BOARD the non-exclusive right to use the CITY facilities listed in Attachment “B”, when the use thereof does not interfere or conflict with any City programs. Attachment “B” can be amended at any time by written agreement of the parties and does not require a formal amendment to this Agreement.

**SECTION 2. COORDINATION OF PROGRAMMING, USE OF EQUIPMENT AND PERSONNEL.**

(a) The CITY and SCHOOL BOARD hereby agree, within the constraints of their respective missions and funding, to coordinate services and programs, program equipment and program staffing to eliminate, to the extent possible, duplication of services and create quality programming for all ages utilizing public revenues more efficiently and effectively.

(b) Joint Programming may include: Before and After School Programs including Intramural Sports and Tutoring, Summer Camp Programming, Adult Recreational Programming including Intramural Sports.

(c) Joint Services may require an additional agreement to more thoroughly outline conditions.

(d) CITY and SCHOOL BOARD agree to meet at a minimum quarterly to discuss scheduling and use of each party's respective facilities and to prevent duplication of services and to ensure facilities have availability. This does not prevent either Party from requesting additional facility usage to accommodate unknown event(s) arising during the 90 day period.

**SECTION 3. COMPLIANCE WITH LAWS AND POLICIES.** The use of selected facilities and sites shall be in accordance with all applicable rules, regulations and laws and the policies and procedures of the School Board and the City. The School Board and the City reserve the right to disapprove of any and all activities held on school or city maintained property, respectively, which might be in conflict with the respective administrative policies and procedures of the School Board or City. It shall be each party's responsibility to be aware of and comply with all federal, state and local laws in the exercise of its rights and duties under this Master Agreement.

**SECTION 4. SITE SPECIFIC SUB AGREEMENTS AND ASSESSMENT OF COSTS.** In addition to this Master Agreement, the parties intend to enter into Site Specific Sub-Agreements as needed during the term of this Master Agreement for certain school(s) or facility(ies) to be used by the City and/or the School Board for purposes which will supplement this Agreement and outline the particulars of the School Board's and the City's use of each school or facility. Each Site Specific Sub-Agreement is subject to an annual review by the parties and will automatically renew on July 1 of each year. Each Site Specific Sub-Agreement may be terminated any time by Mutual Agreement of the parties or by not less than 90 days prior notice in writing of either party to the non-terminating party. Use of school facilities shall be governed by School Board Policy 320 for facility usage and the district's UOF manual. Use of city facilities shall be in accordance with the City's Facility Usage Policy. Either party may assess the other custodial fees, electricity and other utility costs, and for any other direct costs associated with the use of a facility.

**SECTION 5. EXCLUSIVE USE DURING SCHOOL HOURS.** School property shall be the exclusive use of the school Board during school hours or school activities during the regular or modified calendar school year. The City may have use of school facilities as provided in each Site Specific Sub-Agreement.

**SECTION 6. EXCLUSIVE USE DURING CITY ACTIVITIES.** City Property shall be the exclusive use of the City during City activities. The School Board may have use of CITY facilities as provided in each Site Specific Sub-Agreement.

**SECTION 7. EMPLOYEE STATUS.** It is understood and agreed that personnel employed by the City or City volunteers shall be under the supervision and control of the City when using School Board facilities in accordance with this Master Agreement. The School Principal or designee shall cooperate with the applicable City Director or Deputy Director or designee in the operation of its program or in the facilities of said Principals' jurisdiction. It is further understood and agreed that

personnel employed by the School Board or School volunteers shall be under the supervision and control of the School Board when using City facilities assigned to them. The Recreation Supervisor shall cooperate with the School Principals in the operation of its program. Nothing in this Master Agreement shall be interpreted or construed to constitute employees or agents of one party to be the employees, agents or representatives of the other party. Persons employed by either party to this Master Agreement shall have no claim against the other party for pension, worker's compensation, unemployment compensation, civil service, or any other employee benefit, right or privilege granted by operation of law, or otherwise. This Master Agreement shall not confer any third-party beneficiary status upon any employee or agent of the other party.

#### **SECTION 8. MAINTENANCE; MANNER OF USE AND CLEANUP.**

(a) The CITY agrees to participate in maintenance of the grounds and facilities at schools subject to this Agreement (see Attachment A.) and each Site Specific Sub-Agreement. Each Site Specific Sub-Agreement will identify the management and maintenance responsibilities, including site improvements(s) and recurring costs that will be borne by the School Board and the City. The City will provide to the SCHOOL BOARD a schedule for regular and periodic maintenance of CITY facilities to allow for scheduling of school programs. The City Manager or designee shall submit an annual report to the Superintendent of Schools outlining the management and maintenance program, any improvements as well as recurring costs.

(b) The SCHOOL BOARD agrees to participate in maintenance of the grounds and facilities at City facilities subject to this Agreement. The Superintendent shall submit an annual report to the City Manager outlining the management and maintenance program, any improvements as well as recurring costs.

(c) All persons using SCHOOL BOARD or CITY facilities or participating in activities sponsored by the SCHOOL BOARD shall be subject to the rules of the CITY and SCHOOL BOARD, respectively, including but not limited to the rule that tobacco products and alcoholic beverages will not be used or sold on property owned by the SCHOOL BOARD.

(d) Both parties agree to use the facilities and equipment of the other to the extent and degree, and in the manner intended for the particular facility or equipment, and further, agree to leave such facilities or equipment in a clean and orderly condition upon leaving the facility. Designated representatives of each party agree to conduct "pre" and "post" inspections of facilities to confirm facility condition.

(e) The CITY agrees to be responsible for damages to the SCHOOL BOARD's facilities occurring during the periods the facilities are used by the CITY and arising out of the CITY's use of the SCHOOL BOARD's facilities. The SCHOOL BOARD agrees to be responsible for damages to the CITY's facilities occurring during the periods the facilities are used by the SCHOOL BOARD and arising out of the SCHOOL BOARD's use of the CITY's facilities. Should repairs be necessary to correct damage to a facility, the parties shall consult prior to any repairs being made except in the case of an emergency where repairs can be made immediately by the owner of the facility. If the party responsible for the damage fails to repair or correct the damage within a reasonable period of time, the non-responsible party may proceed with the repair work and submit an itemized invoice to the responsible party for the cost of the work to repair the damage. Additionally, consideration will be given to the responsible party to utilize in-house services to complete the necessary repairs.

**SECTION 9. IMPROVEMENTS.**

(a) The design, construction, and location of all improvements to be located or constructed on SCHOOL BOARD or CITY property shall be in accordance with that party's rules, regulations, and approval with regards to storage, installation, or construction. Any and all design, construction and location of any and all site improvement projects must receive approval from the party owning the property proposed for modification prior to installation or construction.

(b) If a party desires to improve existing and/or provide new leisure facilities at the other party's sites, it shall be responsible for providing plans and specifications for improvements and acquiring the other party's approval prior to said development. The party making the improvements shall comply with all local, state and federal laws that may be required to install or construct the improvements.

(c) The party desiring the improvement shall be solely responsible for the funding of said improvement, unless both parties have expressed desire to jointly fund the project.

**SECTION 10. NOTIFICATION.**

(a) The Superintendent or designee agrees to notify the principal of any school as to the utilization of said facility by the CITY that the CITY has authorized use of the area, specifying the time of use and naming the responsible person of the CITY.

(b) The City agrees to coordinate all programming with the designated on-site school personnel to ensure a smooth transition from school use to CITY use.

**SECTION 11. FACILITIES.** This Master Agreement includes use of School property and City owned parks and facilities for which a Site Specific Sub-Agreement is executed by the parties' designees.

**SECTION 12. CONCESSIONS; CHARGES.** Concessions may be operated or maintained by either party in conjunction with their respective use of the listed facilities. Concessions must be restricted to nonprofit organizations or groups.

**SECTION 13. ASSIGNMENTS.** This Master Agreement may not be assigned. This provision is not intended to prevent or prohibit the CITY or the SCHOOL BOARD from charging a fee to third parties for the use of recreational facilities.

**SECTION 14. TERM.** The term of this Agreement shall be one (1) year from the effective date and automatically renewed for additional one (1) year terms at the end of said one (1) year term unless terminated as provided herein. This joint use Agreement may be terminated without cause by either party with one (1) year's written notice. In the event of termination under this provision, all permanent recreational facilities shall become the property of the party on whose property the improvement has been located.

**SECTION 15: BREACH.** Either party may terminate this Agreement with cause upon ninety (90) days written notice to the other in the event of a breach of any term of this Agreement by a party hereto. The other party shall provide written notice of such breach and allow 30 calendar days to cure the breach; In case of extenuating circumstances, an extension could be negotiated by both parties.

**SECTION 16. SAFETY; ADEQUATE SUPERVISION.**

(a) Each party recognizes that it is the best interest of both parties to provide a safe and secure recreational area and each party agrees to utilize its best efforts to provide proper supervision and safe conditions during their respective use of the facilities. In the event that either party becomes aware of an unsafe condition it will correct same or, if the correction of the condition is the responsibility of the other party, will notify the other party within 24 hours in writing of the hazard and the need for corrective action. The party responsible for maintaining the facility shall correct the condition immediately or take reasonable and proper precautions until corrective action can be taken.

(b) The party using the facility of the other agrees to provide adequate supervision at all times.

**SECTION 17. INSURANCE.** Each party shall at all times maintain liability insurances in amounts of \$200,000.00 per injury and \$300,000.00 per accident, or such higher limits as may be imposed by any future amendments to Section 728.68, Florida Statutes. Such insurance may be provided by self-insurance reserve program.

**SECTION 18. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be deemed as a waiver of sovereign immunity of either of the parties beyond any statutory limited waiver which may have been or may be adopted by the Florida Legislature and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claims, which would otherwise be barred under the doctrine of sovereign immunity.

**SECTION 19. ASSUMPTION OF RISKS.**

(a) With regard to CITY activities and CITY permitted activities, the CITY agrees to assume all risk and liability to itself, its agents or employees and, to the extent and limits permitted by law, shall be responsible to fully defend, indemnify, and hold the SCHOOL BOARD harmless from and against any and all claims arising from or related to the CITY'S use of the facilities listed on Attachment "A" if such claims are caused by the act(s) of negligence or failure to exercise proper precautions of and by the CITY, its agents or employees.

(b) With regard to SCHOOL BOARD activities and SCHOOL BOARD permitted activities, the SCHOOL BOARD agrees to assume all risk and liability to itself, its agents or employees and, to the extent and limits permitted by law, shall be responsible to fully defend, indemnify and hold the CITY harmless from and against any and all claims arising from or related to the SCHOOL BOARD'S use of the facilities listed on Attachment "B" if such claims are caused by the act (s) of negligence or failure to exercise proper precautions of and by the SCHOOL BOARD, its agents or employees.

(c) Each of the parties agrees to provide the other with written notice of any claim subject to these provisions within ten (10) days of its receipt of notice that a claim exists.

(d) The parties agree to cooperate fully in the defense of any such claim. Notice of claim shall be deemed to be given on the date of mailing thereof by U.S. Mail, First Class Delivery. The term "claims", as used in this Section, shall include all demands, damages, expenses, fees, penalties, suits, proceedings, actions, fines, and costs of actions.

(e) Neither party shall incur charges or undertake financial obligations on behalf of the other party without written permission.

**SECTION 20. JESSICA LUNDSFORD ACT.** To the extent that City employees are conducting business on the School Board's grounds under this Master Agreement, and will (1) be on School Board grounds when students are present there, or (2) have direct contact with School Board students, or (3) have access to or control of School Board funds pursuant to this Master Agreement, such employees must successfully complete a Level 2 fingerprint-based criminal history check by the Florida Department of Law Enforcement through the School Board's Human Resources Department as required by Section 1012.467, Florida Statutes.

**SECTION 21. PUBLIC RECORDS COMPLIANCE.** In addition to other contract requirements provided by School Board Policy or state law, the parties must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes, and Section 24 of Article I of the Constitution of the State of Florida.

**SECTION 22. NOTICES.** Any notice required to be provided herein shall be directed to the parties' chief executive officers at the following addresses:

THE CITY OF PALM COAST:  
City Manager  
160 Lake Ave.  
Palm Coast, Florida 32164

FLAGLER COUNTY SCHOOL BOARD  
Superintendent  
Post Office Box 755  
Bunnell, Florida 32110-0755

**SECTION 23. ATTORNEY'S FEES.** In the event it becomes necessary to institute legal action to enforce any of the terms of this Master Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable attorney's fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal, or otherwise.

**SECTION 24. EFFECTIVE DATE.** This Master Agreement shall take effect when adopted by the CITY and the SCHOOL BOARD, and fully executed by their duly authorized representatives on the latest date written below.

**SECTION 25. NON-DISCRIMINATION.** Both parties to this Master Agreement agree not to discriminate against any person on the basis of race, religion, national origin, age, sex, disability or marital status in the use of facilities pursuant to this Master Agreement.

**SECTION 26. FURTHER DOCUMENTS.** Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purpose of this Master Agreement.

**SECTION 27. CAPTIONS.** Section and other captions contained in this Master Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Master Agreement, or any provision hereto.

**SECTION 28. SEVERABILITY.** Each provision of this Master Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Master Agreement.

**SECTION 29. GOVERNING LAW.** This Master Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida.

**SECTION 30. VENUE.** Venue for any legal action by any party to this Master Agreement to interpret, construe or enforce this Master Agreement shall be in a court of competent jurisdiction in and for Flagler County, Florida and any trial shall be non-jury.

**SECTION 31. ENTIRE AGREEMENT/TERMINATION OF PRIOR AGREEMENT.**

(a) This Master Agreement constitutes the complete and entire Master Agreement between the CITY and the SCHOOL BOARD with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the parties relating thereto, all of which have been integrated herein.

(b) All previous such interlocal agreements between the SCHOOL BOARD and CITY governing these conditions are hereby terminated by the parties hereto effective on the effective date of this Master Agreement which shall be the date on which the parties have fully executed this Master Agreement.

**SECTION 32. MODIFICATION.** This Master Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived; except by a written document, of equal dignity herewith, approved by the Palm Coast City Council and the School Board of Flagler County, Florida and signed by all parties to this Master Agreement.

**SECTION 33. COUNTERPARTS.** This Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**SECTION 34. NO PARTNERSHIP.** Nothing contained in this Agreement shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partnership between the CITY and/or SCHOOL BOARD, and they are and shall remain independent one as to the other.

**SECTION 35. NO THIRD PARTY BENEFICIARIES.** The parties expressly acknowledge that it is not their intent to create or confer any rights to or obligations upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties for any matter arising out of this or any other contract.



IN WITNESS WHEREOF, the parties hereto their duly authorized officers have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

DISTRICT SCHOOL BOARD OF  
FLAGLER COUNTY

\_\_\_\_\_  
SUPERINTENDENT

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

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

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: \_\_\_\_\_  
Kristy J. Gavin, Attorney for the School Board

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

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
City Clerk

By:

\_\_\_\_\_  
Mayor

Date:

\_\_\_\_\_

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By:

\_\_\_\_\_  
Neysa Borkert, City Attorney

Date:

\_\_\_\_\_

# Attachment A

## 1) ITMS Fields 3-8

Grounds Map



300ft

Woolpert, Maxar | Esri Community Maps Contributors, Flagler County, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

## 2) ITMS Gym

**3) RES Gym & Parking Lot #3**



**3)4) BTMS PE Fields**

**4)5) BTMS Gym**

## **Attachment B**

- 1) **Palm Coast Aquatic Center**
- 2) **Palm Coast Tennis Center**
- 3) **Palm Harbor Golf Course**
- 4) **Belle Terre Park**
- 5) **Palm Coast Community Center**

# City of Palm Coast, Florida Agenda Item

Agenda Date: July 18, 2023

<b>Department</b>	CITY ADMINISTRATION	<b>Amount</b>
<b>Division</b>	CITY ATTORNEY	<b>Account #</b>
<b>Subject</b>	RESOLUTION 2023-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS RELATING TO THE INITIATIVE/REFERENDUM PROCESSES	
<b>Presenter: Neysa Borkert, City Attorney</b>		
<b>Background:</b>  <b><u>UPDATED BACKGROUND FROM THE JUNE 13, 2023, WORKSHOP MEETING:</u></b> The Interlocal Agreement has been updated to be consistent with the Ordinance and Florida Statutes relating to payment of fees for verification of petitions by the Supervisor of Elections.  <b><u>ORIGINAL BACKGROUND FROM THE JUNE 13, 2023, WORKSHOP MEETING:</u></b> The City of Palm Coast has developed by Ordinance the process for Initiatives and Referendums for citizens wishing to bring forth changes to the City of Palm Coast Charter or Code of Ordinances for Council consideration. This is the second agenda item relating to the approval of an Interlocal Agreement with the Flagler County Supervisor of Elections to assist with Initiatives and Referendum processes.		
<b>Recommended Action:</b> <b>ADOPT RESOLUTION 2023-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS RELATING TO THE INITIATIVE/REFERENDUM PROCESSES</b>		

**RESOLUTION 2023-  
INTERLOCAL AGREEMENT  
INITIATIVE AND REFERENDUM PROCESSES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS FOR INITIATIVE AND REFERENDUM PROCESSES, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” (“Cooperation Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Flagler County Supervisor of Elections (SOE) has expressed a desire to provide election services relating to initiative and referendum processes to the City of Palm Coast; and

**WHEREAS**, the City Council of Palm Coast, desires for the SOE to assist the City of Palm Coast with initiative and referendum processes for the City elections.

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

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

**SECTION 2. APPROVAL OF AGREEMENT.** The City Council of the City of Palm Coast hereby approves the terms and conditions of the Interlocal Agreement with Flagler County Supervisor of Elections for initiative and referendum process for City elections, as attached hereto and incorporated herein by reference as Exhibit “A.”

**SECTION 3. AUTHORIZATION TO EXECUTE.** The Mayor is hereby authorized to execute the necessary documents.

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 18<sup>th</sup> day of July 2023.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

Attachments: Exhibit A – Interlocal Agreement Flagler County SOE



**INTERLOCAL AGREEMENT  
BY AND BETWEEN CITY OF PALM COAST  
AND THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS  
RELATING TO INITIATIVES AND REFERENDUMS**

This Agreement is made and entered into on \_\_\_\_\_, by and between the CITY OF PALM COAST (hereinafter referred to as “COPC”), whose address is 160 Lake Avenue, Palm Coast, FL 32164 and the Flagler County Supervisor of Elections, (hereinafter referred to as “SUPERVISOR”), whose address is 1769 East Moody Blvd., Bldg. 2, Ste. 101, Bunnell, FL 32110.

**WHEREAS**, COPC and SUPERVISOR have entered into this Interlocal Agreement (ILA) pursuant to Chapters 163 and 166, Florida Statutes; and

**WHEREAS**, COPC and the SUPERVISOR desire to enter into this Agreement for Initiative and Referendum services to be provided by both COPC and SUPERVISOR.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

**SECTION 1. CITY OF PALM COAST DUTIES:**

1. Follow all procedures outlined in Chapter 2, Article VIII, Recall, Initiative and Referendum, of the City of Palm Coast Code of Ordinances relating to the initiatives and referendum processes.
2. Promptly after the petitioners' committee's affidavit is filed with the City, the City Clerk, at the committee's request, shall issue the appropriate petition forms to the committee at the committee's expense.
3. Notify and provide to the SUPERVISOR any initiatives or referendums as soon as proposed to the City Clerk.
4. If the City Clerk receives signed petitions, they will be forwarded to the SUPERVISOR within three (3) business days of the Clerk's receipt of the petitions.
5. Upon the SUPERVISOR's completion of verification of the petitions for the Proposed Initiatives or Referendums, the City Council shall consider the

proposed initiative or reconsider the referred ordinance or measure. If the City Council fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days of petition verification; or fails to repeal the referred ordinance within sixty (60) days of petition verification; the Council shall submit the proposed or referred ordinance to the electors at the next available General Election of the City of Palm Coast. If the City Council fails to act on a proposed initiative ordinance or referred ordinance or measure within the time prescribed in Sec. 2-807 of the City of Palm Coast Code of Ordinances, the City Council shall be deemed to have failed to adopt the proposed initiative ordinance or have failed to repeal the referred ordinance or measure on the last day that the City Council was authorized to act on the matter. City will be responsible for publishing any required notices for referendum as per Florida Statutes.

6. City will permit petitions to be withdrawn at any time prior to the date of the primary election of the subject general election year without cost incurred. After this date, the City will assess the political committees that withdraw petitions, the cost of notice and any other administrative costs incurred by the Supervisor of Elections or the City to remove the item from the general election ballot. The City Clerk will forward the request to withdraw to the Supervisor of Elections upon receipt for proper action. Upon withdrawal, the petition shall have no further force or effect and all related proceedings shall be terminated.

## **SECTION 2. SUPERVISOR DUTIES:**

The SUPERVISOR shall:

1. Promptly verify the signatures within 60 days after receipt of the petition forms and payment of ~~any fee as required by general law a fee for the actual cost of for~~ signature verification ~~incurred~~ by the SUPERVISOR per Sec. ~~100.371(11)99.097(4)~~, Fla. Stat.; the parties agree this section of the statute will apply to this process.
2. Record the date each form is received by the Supervisor of Elections, and the date the signature on the form is verified as valid. The Supervisor of Elections

may verify that the signature on a form is valid only if (i) the form contains the original signature of the elector; (ii) the elector has accurately recorded on the form the date on which he or she signed the form; (iii) the form accurately sets forth the elector's name and address; and (iv) the elector is, at the time he or she signs the form, a duly qualified and registered elector of the City.

3. Upon completion of verification by the SUPERVISOR and after City Council has acted upon or failed to act upon the initiative or referendum, place the proposed or referred ordinance or measure on the next available general election ballot in accordance with the City of Palm Coast Charter, Article IX(3), *Initiative or Referendum*.
4. Make available copies of the proposed or referred ordinance or measure at the polls. If a petition is withdrawn after the primary election, provide the cost of notice and any other administrative costs SUPERVISOR has incurred to City for billing to the political committee withdrawing the petition.
5. Facilitate the Flagler County Canvassing Board's certification of the election results for initiatives and referendums for the City of Palm Coast.
6. Provide the results of the ballot measure that was presented to the voters as canvassed by the Flagler County Canvassing Board.

**SECTION 3. TERM OF AGREEMENT.** This Agreement will terminate upon either party's request with a sixty (60) day written notice.

**SECTION 4. INDEMNIFICATION**

1. Each party to this Agreement assumes any and all risks of personal injury and property damage to the extent attributable to the intentional and negligent acts or omissions of their respective officers and employees in furtherance of their respective performance under this Agreement. The parties agree, however, that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; or (2) a waiver of each party's right to sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes. The limits of liability on each party as set forth in section 768.28, Florida Statutes

are hereby fully incorporated herein by this reference. This Paragraph shall survive termination of this Agreement and shall remain in effect until such time as the statute of limitations has expired to bring a claim under this Agreement.

2. Each party (“Indemnifying Party”) shall indemnify and hold harmless the other party, and their respective officers, employees, and attorneys (individually and in their official capacity), from liability, losses, damages, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Indemnifying Party, and persons employed or utilized by the Indemnifying Party in the performance of this Agreement.

**SECTION 5. NOTICES.**

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

**CITY OF PALM COAST:**

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

**FLAGLER COUNTY**

**SUPERVISOR OF ELECTIONS:**

Supervisor  
Flagler County Supervisor of Elections  
1769 East Moody Blvd., Bldg. 2, Ste. 101  
Bunnell, FL 32110

**SECTION 6. GOVERNING LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

**SECTION 7. PUBLIC RECORDS.** The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.

**SECTION 8. DEFAULT.** Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults.

**SECTION 9. ASSIGNMENT.** This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligation to any other party.

**SECTION 10. ATTORNEYS' FEES.** In the event it becomes necessary to institute legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable attorneys' fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal, or otherwise.

**SECTION 11. CONFLICT OF INTEREST.** CITY agrees that it shall not engage in any action that would create or cause a conflict of interest in the performance of its obligations pursuant to this Agreement with the Supervisor or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government or create or cause a violation of said provisions of law by an officer, employee or agent of the CITY.

**SECTION 12. INTERPRETATION.** COPC and SUPERVISOR agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement is the result of a *bona fide* arms length negotiation between COPC and SUPERVISOR and all parties have contributed substantially and materially to the preparation of the Agreement. This Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof. All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

**SECTION 13. FORCE MAJEURE.** The obligations of the parties hereunder shall be subject to the concept of *force majeure*. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, and events of a similar nature, the parties shall be excused from their obligations herein until the cause or causes thereof have been remedied.

**SECTION 14. EFFECTIVE DATE.** This Agreement shall take effect when COPC and SUPERVISOR have fully executed this Agreement by their duly authorized representatives, and it is recorded in the Official Records of Flagler County.

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

**SECTION 16. SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Agreement.

**SECTION 17. ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

**SECTION 18. MODIFICATION.** This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the parties to this Agreement.

**SECTION 19. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

In Witness Whereof, the parties hereto have caused this Agreement to be executed as written above.

**CITY OF PALM COAST**

*ATTEST:*

BY: \_\_\_\_\_  
David Alfin, Mayor

\_\_\_\_\_  
Kaley Cook, City Clerk

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

Approved as to form and legality for Palm Coast:

\_\_\_\_\_  
Neysa Borkert, City Attorney

**FLAGLER COUNTY  
SUPERVISOR OF ELECTIONS**

*ATTEST:*

BY: \_\_\_\_\_  
Kaiti Lenhart, Supervisor of Elections

\_\_\_\_\_

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

Approved as to form and legality for  
Flagler County Supervisor of Elections:

\_\_\_\_\_  
County Attorney

# City of Palm Coast, Florida Agenda Item

Agenda Date: July 18, 2023

<b>Department</b>	INFORMATION TECHNOLOGY	<b>Amount</b>
<b>Division</b>		<b>Account #</b>
<b>Subject</b>	RESOLUTION 2023-XX APPROVING AN AMENDMENT TO THE COMMUNICATIONS SITE LEASE WITH T-MOBILE AT BELLE TERRE PARK	
<b>Presenter: Doug Akins, Director of IT</b>		
<b>Background:</b>		
<b>Council Priority:</b>		
<b>B. Safe and Reliable Services</b>		
<b><u>UPDATED BACKGROUND FROM THE JULY 11, 2023, WORKSHOP MEETING:</u></b>		
City Council received a presentation on this item at their July 11, 2023, Workshop Meeting. There were no changes proposed to this item.		
<b><u>ORIGINAL BACKGROUND FROM THE JULY 11, 2023, WORKSHOP MEETING:</u></b>		
In September 2006 the City of Palm Coast entered into a Communications Site Lease Agreement with T-Mobile for a concealed flagpole cell tower at Belle Terre Park. T-Mobile is the only carrier currently on the tower.		
AT&T has expressed strong interest in locating on that tower. Under the current agreement, AT&T would have to negotiate with T-Mobile and the City separately to lease space on the tower (T-Mobile) and ground space for equipment (City). Standard practice now on Communications Site Leases is to allow the Lessee to sublease the ground space to streamline collocation negotiations.		
To facilitate this, the City would like to amend our current lease agreement to allow T-Mobile to negotiate and sublease their leased property to AT&T. T-Mobile has agreed to pay the City 40% of the rental payments received from AT&T in addition to what they already pay the City for the lease.		
The City strongly encourages carriers to collocate on towers as it can reduce the number of towers needed in an area.		
<b>Recommended Action:</b>		
<b>ADOPT RESOLUTION 2023-XX APPROVING AN AMENDMENT TO THE COMMUNICATIONS SITE LEASE WITH T-MOBILE AT BELLE TERRE PARK</b>		



**RESOLUTION 2023-\_\_\_\_**  
**AMENDMENT TO COMMUNICATIONS SITE LEASE**  
**AGREEMENT WITH T-MOBILE**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING AMENDING THE COMMUNICATIONS SITE LEASE AGREEMENT WITH T-MOBILE TO ALLOW FOR SUBLEASING WITH AT&T; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO NEGOTIATE, FINALIZE, AND EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Palm Coast’s has an existing Communications Site Lease Agreement with T-Mobile for the operation of a cell tower at Belle Terre Park; and

**WHEREAS**, AT&T has expressed interest in collocating on T-Mobile’s tower; and

**WHEREAS**, the of Palm Coast recognizes the importance of enhanced cellular coverage and capacity in the City and encourages carriers to collocate; and

**WHEREAS**, the City Council of the City of Palm Coast desires to amend the existing Communications Site Lease Agreement to allow T-Mobile to sublease to AT&T.

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

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

**SECTION 2. APPROVAL OF AGREEMENT.** The City Council of the City of Palm Coast hereby amending the Communications Site Lease Agreement with T-Mobile at Belle Terre Park (Site # 822601 – Belle Terre South) to allow for subleasing with AT&T, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 18<sup>th</sup> day of July 2023.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit A – First Amendment to Communications Site Lease Agreement

STATE OF FLORIDA     )

COUNTY OF FLAGLER    )

**FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT** (the “**Amendment**”) is made and entered into effective as of the last date of execution set forth below, by and between **CITY OF PALM COAST, FLORIDA**, a Florida municipal corporation, having a mailing address of 160 Lake Avenue, Palm Coast, FL 32164 (the “**Lessor**”), and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, successor in interest to T-Mobile South, LLC, having a mailing address of 12920 SE 38th Street, Bellevue, WA 98006, Attn: Lease Compliance (“**Lessee**”).

**W I T N E S S E T H:**

**WHEREAS**, Lessor and Lessee are parties to that certain Communications Site Lease Agreement dated September 5, 2006 (the “**Agreement**”) covering certain real property together with an easement for ingress and egress thereto described in **Exhibit “A”** attached hereto (the “**Premises**”); and

**WHEREAS**, the Agreement has an original term (including all extension terms) that will terminate on March 3, 2037, and the parties desire to amend the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1.     **AMENDMENTS**. The Agreement is hereby amended as follows:

**(a)     Premises**. From and after the date hereof, the term “Premises” as used in the Agreement as amended hereby means and includes the real property described and shown on **Exhibit “A”**, including the approximately 159 square feet of real property described and shown on **Exhibit “A”** attached hereto labeled as “Crown Additional Lease Area” (the “**Additional Lease Area**”).

**(b)     Assignment and Subleasing**. Section 6(c) of the Agreement requires other wireless communications providers that want to collocate equipment adjacent to the Premises on the Tower to enter into a separate ground lease or license agreement with Lessor. Lessor hereby waives this requirement and consents to the sublease or license within the Premises to specifically allow AT&T, its successors and assigns (“AT&T”), to install, maintain, repair and replace equipment, antennas, cables, fiber and related accessories within the Premises. As a condition of the Lessor’s waiver and consent, the term of the sublease with AT&T must not extend beyond the term of the Agreement and shall be subject to the limits of the Tower’s engineering, design, and loading specifications. Further, the sublease agreement must include a provision indemnifying and holding the Lessor harmless from any actions or claims resulting from the use of the Premises by

AT&T and requiring that AT&T obtain insurance in the type and limits outlined in Attachment 1, attached hereto and incorporated herein.

(c) **Additional Rent**. As additional consideration for the Additional Lease Area and the consent set forth in Section 1(b), effective on the first day of the first full month following the commencement of construction at the Premises by AT&T, Lessee shall pay to Lessor forty percent (40%) of the rental, license or similar payments actually received by Lessee (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) from AT&T (the “**Additional Rent**”). The Additional Rent shall be paid to Lessor within thirty (30) days after receipt of said payment by Lessee. Lessee shall have no obligation for payment to Lessor of such share of rental, license or other similar payments if not actually received by Lessee. Non-payment of such rental, license or other similar payment by AT&T shall not be considered a default under the Agreement. Lessor acknowledges that Lessor shall have no recourse against Lessee as a result of the failure of payment or other obligation by AT&T. Lessee shall have the right to terminate its interest and right to sublease or license the Additional Lease Area to AT&T at any time during the term of the Agreement without terminating the Agreement or any of the rights of Lessee to the use of the Premises (other than the Additional Lease Area). Upon such election to terminate, Lessee’s rights to sublease or license the Additional Lease Area to AT&T and its obligation to continue the payment of the Additional Rent, shall terminate, but the remainder of the Agreement shall remain in full force and effect.

(d) **Insurance**. Section 12 of the Agreement is deleted and replaced with the insurance requirements in Exhibit “C”, attached hereto and incorporated herein.

(e) **Notice**. Section 19(d) of the Agreement is hereby amended to reflect the following notice address for Lessee and Lessor:

Lessee:

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance  
RE: Site # 822601 – Belle Terre South

With a copy to:

CCTMO LLC  
General Counsel  
Attention: Legal - Real Estate Department  
2000 Corporate Drive  
Canonsburg, Pennsylvania 15317

Lessor:

City of Palm Coast  
Attention: City Manager

160 Lake Ave.  
Palm Coast, Florida 32164

With copies to:

Palm Coast City Attorney  
Garganese, Weiss, D'Agresta & Salzman  
111 N. Orange Ave, Suite 2000  
P.O. Box 2873  
Orlando, Florida 32802-2873

(f) **Indemnification.** The following is hereby added to the Agreement as Section 21:

Lessee shall defend, indemnify and hold the Lessor, its officers, agents, officials, representatives, employees, volunteers, and city attorneys (individually and in their official capacity), harmless from any and all liability, loss, damages, expenses, injuries (including death), costs, claims or actions, of any type, including, but not limited to, reasonable attorney's fees in any legal proceeding through trial or appeal, which the City may hereafter sustain, incur or be required to pay, arising out of or resulting from any acts, errors or omissions of the Lessee, its agents, vendors, contractors, subcontractors, representatives, servants, or employees and persons utilized by the Lessee in Lessee's use of and operation on the Premises and the performance, or nonperformance or failure to adequately perform Lessee's obligations pursuant to this Agreement, or for breach of, this Agreement. This indemnity survives termination of this Agreement.

22: (g) **Sovereign Immunity.** The following is hereby added to the Agreement as Section

Nothing contained in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

2. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Agreement as of the date hereof for purposes of compliance with Florida Statute Ch. 695.01 (as amended) and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. Capitalized terms used herein and not otherwise defined shall have the meaning

for such term set forth in the Agreement. In case of any inconsistency between the Agreement and this Amendment, the terms and conditions of this Amendment shall govern and control.

**(b) Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

**(c) IRS Form W-9.** Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Premises is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

**(d) Survey.** Lessee reserves the right, at its discretion and at its sole cost, to obtain a survey (the "Survey") specifically describing the Additional Lease Area and any access and utility easements associated therewith. Lessee shall be permitted to attach the Survey as an exhibit to this Amendment and any related memorandum for recording..

**(e) Representations and Warranties.** Lessor represents and warrants that:

(i) Lessor is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Lessor's obligations under the Agreement as amended hereby.

(ii) Lessee is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

(ii) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

**(g) Litigation Costs.** In the event that it becomes necessary for either party hereto to initiate litigation for the purpose of enforcing any of its or his rights hereunder or for the purpose of seeking damages for any violation hereof, then, in addition to all other judicial remedies that may be granted, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs that may be sustained by such prevailing party in connection with such litigation.

**(h) Recording.** At any time following the execution of this Amendment by all parties hereto, Lessee, at its cost and expense, shall have the right, at any time during the term of the Amendment, as may be amended from time to time, and for no additional consideration payable to Lessor, to record in the appropriate recording office for land records: (i) a memorandum of this

Amendment (“Memorandum”) and Lessor covenants and agrees to execute said Memorandum within thirty (30) days following Lessee’s written request therefor; and (ii) a notice or affidavit of amendment to lease (each, a “Notice of Amendment to Lease”) executed solely by Lessee. Each of the Memorandum and the Notice of Amendment to Lease are intended to provide record notice of the terms of this Amendment.

(i) **Counterparts**. This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(j) **Electronic Signatures**. Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

(Signatures appear on the following page)

IN WITNESS WHEREOF, the parties have executed this First Amendment to Communications Site Lease Agreement on the day and year first written above.

**LESSOR:**

**CITY OF PALM COAST, FLORIDA**  
a Florida municipal corporation

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
\_\_\_\_\_ COUNTY )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of **CITY OF PALM COAST, FLORIDA**, a Florida municipal corporation, who executed the foregoing First Amendment to Communications Site Lease Agreement on behalf of the said municipal corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_



**LESSEE:**

**T-MOBILE USA TOWER LLC,**  
a Delaware limited liability company

By: **CCTMO LLC,**  
a Delaware limited liability company  
Its Attorney in Fact

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**STATE OF \_\_\_\_\_ )**  
**\_\_\_\_\_ COUNTY )**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ of **CCTMO LLC**, a Delaware limited liability company, as Attorney-in-Fact for **T-MOBILE USA TOWER LLC**, on behalf of the limited liability company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

**EXHIBIT "A"**

THAT PART OF THE "CITY OF PALM COAST" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 770, PAGE 41 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING IN SECTION 19, TOWNSHIP 11 SOUTH, RANGE 31 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF THE "CITY OF PALM COAST" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 770, PAGE 41 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF RESERVED PARCEL A AS PER PLAT OF PALM COAST, MAP OF PINE GROVE, SECTION 25, RECORDED IN MAP BOOK 9, PAGES 1 AND 3 OF SAID PUBLIC RECORDS; THENCE S 27°24'27" E ALONG THE EASTERLY LINE OF SAID "CITY OF PALM COAST" PARCEL AND ALONG THE EASTERLY LINE OF SAID RESERVED PARCEL A FOR 681.69 FEET; THENCE S 62°35'33" W FOR 362.98 FEET TO THE POINT OF BEGINNING; THENCE S 39°48'35" E FOR 40.89 FEET; THENCE S 50°11'25" W FOR 16.50 FEET; THENCE N 39°48'35" W FOR 40.00 FEET; THENCE N 47°06'23" E FOR 16.52 FEET TO SAID POINT OF BEGINNING.

CONTAINING 667 SQUARE FEET MORE OR LESS.

**CROWN "ADDITIONAL LEASE AREA" (AS REFERENCED IN SECTION 1(A))  
(PREPARED BY GEOLINE SURVEYING, INC.)**

THAT PART OF THE "CITY OF PALM COAST" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 770, PAGE 41 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING IN SECTION 19, TOWNSHIP 11 SOUTH, RANGE 31 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF THE "CITY OF PALM COAST" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 770, PAGE 41 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF RESERVED PARCEL A AS PER PLAT OF PALM COAST, MAP OF PINE GROVE, SECTION 25, RECORDED IN MAP BOOK 9, PAGES 1 AND 3 OF SAID PUBLIC RECORDS; THENCE SOUTH 27°24'27" EAST ALONG THE EASTERLY LINE OF SAID "CITY OF PALM COAST" PARCEL AND ALONG THE EASTERLY LINE OF SAID RESERVED PARCEL A FOR 681.69 FEET; THENCE SOUTH 62°35'33" WEST FOR 362.98 FEET TO THE MOST NORTHERLY CORNER OF A TOWER LEASE AREA AND THE POINT OF BEGINNING; THENCE SOUTH 47°06'23" WEST ALONG THE NORTHWESTERLY LINE OF SAID TOWER LEASE AREA FOR 16.52 FEET TO THE MOST WESTERLY CORNER OF SAID TOWER LEASE AREA; THENCE SOUTH 39°48'35" EAST ALONG THE SOUTHWESTERLY LINE OF SAID TOWER LEASE AREA FOR 8.56 FEET; THENCE SOUTH 47°06'23" WEST ALONG A LINE THAT IS PARALLEL WITH SAID NORTHWESTERLY LINE FOR 8.51 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 8.51 FEET SOUTHWESTERLY OF SAID SOUTHWESTERLY LINE; THENCE NORTH 39°48'35" WEST ALONG SAID PARALLEL LINE FOR 12.02 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND OFFSET 3.46 FEET NORTHWESTERLY OF SAID NORTHWESTERLY LINE; THENCE NORTH 47°06'23" EAST ALONG SAID

PARALLEL LINE FOR 25.04 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY PROJECTION OF THE NORTHEASTERLY LINE OF SAID TOWER LEASE AREA; THENCE

SOUTH 39°48'35" EAST ALONG SAID NORTHWESTERLY PROJECTION FOR 3.46 FEET TO SAID POINT OF BEGINNING.

CONTAINING 159 SQUARE FEET, MORE OR LESS.

**CROWN NEW OVERALL LEASE AREA  
(PREPARED BY GEOLINE SURVEYING, INC.)**

THAT PART OF THE "CITY OF PALM COAST" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 770, PAGE 41 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING IN SECTION 19, TOWNSHIP 11 SOUTH, RANGE 31 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF THE "CITY OF PALM COAST" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 770, PAGE 41 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF RESERVED PARCEL A AS PER PLAT OF PALM COAST, MAP OF PINE GROVE, SECTION 25, RECORDED IN MAP BOOK 9, PAGES 1 AND 3 OF SAID PUBLIC RECORDS; THENCE SOUTH 27°24'27" EAST ALONG THE EASTERLY LINE OF SAID "CITY OF PALM COAST" PARCEL AND ALONG THE EASTERLY LINE OF SAID RESERVED PARCEL A FOR 681.69 FEET; THENCE SOUTH 62°35'33" WEST FOR 362.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 39°48'35" EAST FOR 40.89 FEET; THENCE SOUTH 50°11'25" WEST FOR 16.50 FEET; THENCE NORTH 39°48'35" WEST FOR 31.44 FEET; THENCE SOUTH 47°06'23" WEST FOR 8.51 FEET; THENCE NORTH 39°48'35" WEST FOR 12.02 FEET; THENCE NORTH 47°06'23" EAST FOR 25.04 FEET; THENCE SOUTH 39°48'35" EAST FOR 3.46 FEET TO SAID POINT OF BEGINNING.

CONTAINING 826 SQUARE FEET (0.02 ACRES), MORE OR LESS.

**CROWN 10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT**

THAT PART OF RESERVED PARCEL A AS PER PLAT OF PALM COAST, MAP OF PINE GROVE, SECTION 25, RECORDED IN MAP BOOK 9, PAGES 1 AND 3 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING WITHIN 5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF RESERVED PARCEL A AS PER PLAT OF PALM COAST, MAP OF PINE GROVE, SECTION 25, RECORDED IN MAP BOOK 9, PAGES 1 AND 3 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S 27°24'27" E ALONG THE EASTERLY LINE OF SAID RESERVED PARCEL A FOR 681.69 FEET; THENCE S 62°35'33" W FOR 362.98 FEET TO THE MOST NORTHERLY CORNER OF A T-MOBILE LEASE PARCEL; THENCE S 39°48'35" E ALONG THE NORTHEASTERLY LINE OF SAID LEASE PARCEL FOR 40.89 FEET TO THE MOST EASTERLY CORNER OF SAID LEASE PARCEL; THENCE S 50°11'25" W ALONG THE SOUTHEASTERLY LINE OF SAID LEASE PARCEL FOR 11.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE S 39°48'35" E FOR 10.00 FEET; THENCE N 50°11'25" E FOR 37.15 FEET; THENCE N 61°41'47" E FOR 247.47 FEET; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 64.00 FEET, A CENTRAL ANGLE OF 30°06'48", AND A CHORD OF 33.25 FEET THAT BEARS N 12°32'24" W, FOR 33.64 FEET TO A POINT OF TANGENCY; THENCE N 27°35'48" W FOR 445.83 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 736.00 FEET, A CENTRAL ANGLE OF 11°35'05", AND A CHORD OF 148.56 FEET THAT BEARS N 21°48'15" W; THENCE NORTHERLY ALONG THE ARC

OF SAID CURVE FOR 148.81 FEET TO A POINT OF TANGENCY; THENCE N 16°00'42" W FOR 102.76 FEET TO AN INTERSECTION WITH A CURVE THAT IS CONCENTRIC WITH AND OFFSET 5 FEET SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF PARKVIEW DRIVE (60 FOOT WIDE RIGHT OF WAY), THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2355.00 FEET, A CENTRAL ANGLE OF 3°48'30", AND A CHORD OF 156.50 FEET THAT BEARS S 79°24'32" W, FOR 156.53 FEET TO AN

PAGE 3 OF 4

INTERSECTION WITH THE WESTERLY LINE OF THE "CITY OF PALM COAST" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 770, PAGE 41 OF SAID PUBLIC RECORDS AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 0.27 ACRES MORE OR LESS.

#### **CROWN 15 FOOT WIDE NON-EXCLUSIVE ACCESS EASEMENT**

THAT PART OF RESERVED PARCEL A AS PER PLAT OF PALM COAST, MAP OF PINE GROVE, SECTION 25, RECORDED IN MAP BOOK 9, PAGES 1 AND 3 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING WITHIN 7.5 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF RESERVED PARCEL A AS PER PLAT OF PALM COAST, MAP OF PINE GROVE, SECTION 25, RECORDED IN MAP BOOK 9, PAGES 1 AND 3 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S 27°24'27" E ALONG THE EASTERLY LINE OF SAID RESERVED PARCEL A FOR 681.69 FEET; THENCE S 62°35'33" W FOR 362.98 FEET TO THE MOST NORTHERLY CORNER OF A T-MOBILE LEASE PARCEL; THENCE S 39°48'35" E ALONG THE NORTHEASTERLY LINE OF SAID LEASE PARCEL FOR 40.89 FEET TO THE MOST EASTERLY CORNER OF SAID LEASE PARCEL; THENCE S 50°11'25" W ALONG THE SOUTHEASTERLY LINE OF SAID LEASE PARCEL FOR 9.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE S 39°48'35" E FOR 48.39 FEET; THENCE N 62°23'58" E FOR 217.84 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 89°59'46", AND A CHORD OF 113.13 FEET THAT BEARS N 17°24'05 E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 125.66 FEET TO A POINT OF TANGENCY; THENCE N 27°35'48" W FOR 518.87 FEET; THENCE N 16°00'42" W FOR 179.88 TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID RESERVED PARCEL A AND THE SOUTHERLY RIGHT OF WAY LINE OF PARKVIEW DRIVE (A 60' WIDE RIGHT OF WAY), AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 0.38 ACRES MORE OR LESS.

#### **CROWN 5 FOOT WIDE NON-EXCLUSIVE LANDSCAPE EASEMENT**

THAT PART OF THE "CITY OF PALM COAST" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 770, PAGE 41 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LYING IN SECTION 19, TOWNSHIP 11 SOUTH, RANGE 31 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF THE "CITY OF PALM COAST" PARCEL AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 770, PAGE 41 OF THE PUBLIC

RECORDS OF FLAGLER COUNTY, FLORIDA, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF RESERVED PARCEL A AS PER PLAT OF PALM COAST, MAP OF PINE GROVE, SECTION 25, RECORDED IN MAP BOOK 9, PAGES 1 AND 3 OF SAID PUBLIC RECORDS; THENCE S 27°24'27" E ALONG THE EASTERLY LINE OF SAID "CITY OF PALM COAST" PARCEL AND ALONG THE EASTERLY LINE OF SAID RESERVED PARCEL A FOR 681.69 FEET; THENCE S 62°35'33" W FOR 362.98 FEET TO THE MOST NORTHERLY CORNER OF A T-MOBILE LEASE PARCEL AND THE POINT OF BEGINNING; THENCE S 39°48'35" E ALONG THE NORTHEASTERLY LINE OF SAID LEASE PARCEL FOR 40.89 FEET TO THE MOST EASTERLY CORNER OF SAID LEASE PARCEL; THENCE S 50°11'25" W ALONG THE SOUTHEASTELY LINE OF SAID LEASE PARCEL FOR 1.50 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF A 15 FOOT WIDE INGRESS AND EGRESS EASEMENT; THENCE S 39°48'35" E ALONG SAID NORTHEASTERLY LINE FOR 5.00 FEET; THENCE N 50°11'25" E FOR 6.50 FEET; THENCE N 39°48'35" W FOR 57.90 FEET TO AN INTERSECTION WITH THE EXTERIOR FACE OF THE SOUTHEASTERLY WALL OF AN EXISTING BUILDING; THENCE

S 49°12'46" W ALONG SAID EXTERIOR FACE FOR 5.00 FEET; THENCE SOUTH 39°48'35" E FOR 11.92 FEET TO SAID POINT OF BEGINNING.

CONTAINING 297 SQUARE FEET MORE OR LESS.

**EXHIBIT "C"**  
**Insurance Requirements**

**1. GENERAL.**

- 1.1. Prior to performance under this Agreement, LESEE shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by LESEE and shall be maintained in force until the Agreement completion date. The insurance provided by LESEE shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of LESEE. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The policy shall provide that CITY shall be given not less than thirty (30) days written notice prior to the cancellation of coverage except in case of non-payment of premium.
- 1.2. Until such time as the insurance is no longer required to be maintained by LESEE, LESEE shall provide CITY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous certificate has been provided.
- 1.3. LESEE waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve LESEE of LESEE'S full responsibility for performance of any obligation including LESEE indemnification of CITY under this Agreement.
- 1.5. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.6. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

**2. INSURANCE COMPANY REQUIREMENTS.**

- 2.1. LESEE shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, LESEE shall, as soon as LESEE has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided

by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as LESEE has replaced the unacceptable insurer with an insurer acceptable to CITY, LESEE shall be deemed to be in default of this Agreement.

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

**3.1. Workers' Compensation/Employer's Liability.**

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

**B. Employers Liability Coverage**

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

**3.2. Commercial General Liability.**

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office,;

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

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

**3.3. Business Auto Policy.**

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

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

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

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

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



# City of Palm Coast, Florida Agenda Item

Agenda Date: July 18, 2023

<b>Department</b>	INFORMATION TECHNOLOGY	<b>Amount</b>
<b>Division</b>		<b>Account #</b>
<b>Subject</b>	RESOLUTION 2023-XX APPROVING A CYBERSECURITY GRANT FROM THE STATE OF FLORIDA	
<b>Presenter: Doug Akins, Director of IT</b>		
<b>Background:</b>		
<b>Council Priority:</b>		
<b>B. Safe and Reliable Services</b>		
<p>Cybersecurity remains a top priority for the City of Palm Coast IT Department. As part of those efforts, the IT Department applied for the recent Cybersecurity Grant from the State of Florida. The City was awarded the grant, however, was only given a very short period of time from the State to accept the grant. As such, the City Manager executed the grant agreement on behalf of the City.</p> <p>The grant does not award us a specific dollar amount, but instead awards the City services that can be implemented and used to augment the City's existing cybersecurity program. Other than staff time, there is no financial obligation from the City required in the grant agreement. Implementing the services awarded by the grant are critical for the City, and as such, City staff and the City Manager accepted the grant before the deadline to secure those services.</p> <p>Section 119.0725, Florida Statutes, provides an exemption from the Sunshine Law for certain information relating to the City's cybersecurity system and information technology. The State has informally stated that the grant agreement is considered confidential under this section of the statutes as it includes services and specific capabilities awarded. As such, should Council desire more information about the grant or the services the City receives, the IT Department would be glad to convey that information confidentially.</p> <p>Given the foregoing, City staff is asking for the Council to ratify and approve the City Manager's execution of the grant agreement and grant the authority to the City Manager to execute any amendments to the grant agreement and any new grants that may become available in the future for cybersecurity.</p> <p>We appreciate the Council's continued support of our Cybersecurity efforts.</p>		
<b>Recommended Action:</b>		
<b>ADOPT RESOLUTION 2023-XX APPROVING A CYBERSECURITY GRANT FROM THE STATE OF FLORIDA</b>		

**RESOLUTION 2023-\_\_\_\_**  
**CYBERSECURITY GRANT**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING ACCEPTING A CYBERSECURITY GRANT FROM THE STATE OF FLORIDA; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Cybersecurity is a critical function of the Department of Information Technology; and

**WHEREAS**, the State of Florida’s Digital Service offered a Cybersecurity Grant; and

**WHEREAS**, the State of Florida’s Digital Service awarded the City of Palm Coast with a Cybersecurity Grant; and

**WHEREAS**, the City Council of the City of Palm Coast desires to approve accepting the Cybersecurity Grant.

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

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

**SECTION 2. APPROVAL OF AWARD AND GRANT AGREEMENT.** The City Council of the City of Palm Coast hereby approves accepting the Cybersecurity Grant from the State of Florida Digital Service.

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

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

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

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

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

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 18<sup>th</sup> day of July 2023.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

# City of Palm Coast, Florida Agenda Item

Agenda Date: July 18, 2023

<b>Department</b>	CONSTRUCTION MANAGEMENT & ENGINEERING	<b>Amount</b>	70,000.00
<b>Division</b>	ENGINEERING	<b>Account #</b>	21097011-061000-54413
<b>Subject</b>	RESOLUTION 2023-XX APPROVING A LAND PURCHASE WITH THE PROPERTY OWNER OF 8 LUDLOW LANE E FOR FUTURE ROADWAY USE		
<b>Presenter: Carl Cote, Director of Stormwater &amp; Engineering</b>			
<b>Background:</b>			
<p>This item was presented to Council by Ms. Smith, Land Management Administrator, during the June 13, 2023, Workshop presentation on land donations. The City has a future project to realign Luther Drive with Bird of Paradise Drive over Matanzas Woods Parkway. This intersection will change from a T-intersection to a 4-way intersection. This alignment is better suited for the intersection if a traffic signal becomes warranted at this location. This item is for the last purchase of land in the area off Matanzas Woods Parkway.</p> <p>Staff has been following the process as if the City would be receiving grant dollars from the Florida Department of Transportation (FDOT). At this time, we have not received grant funding. However, the City is continuously looking to have it funded by FDOT grants. If this project is funded by FDOT and the City continues to follow the FDOT guidelines for these purchases, there is a possibility the City will be reimbursed for the land purchases.</p> <p>The City will need to acquire four (4) parcels and one (1) easement in this location. This item is for Council's consideration to purchase 8 Ludlow Lane E. and authorize the City Manager to negotiate, finalize, and execute the contract with the property owners. Although this parcel was appraised at a value of \$56,000, the property owner made a counteroffer of \$68,000, which was negotiated with staff. Additional costs will be to pay minimal closing costs, in an approximate amount of \$2,000.</p>			
<b>SOURCE OF FUNDS WORKSHEET FY 2023</b>			
	Matanzas/BOP Intersection – 21097011-061000-54413		\$300,000.00
	Total Expended/Encumbered to Date		\$4,960.00
	Pending Work Orders/Contracts		\$140,000.00
	Current (WO/Contract)		\$70,000.00
	<b>Balance</b>		<b>\$85,040.00</b>
<b>Recommended Action :</b>			
<b>ADOPT RESOLUTION 2023-XX APPROVING A LAND PURCHASE WITH THE PROPERTY OWNER OF 8 LUDLOW LANE E FOR FUTURE ROADWAY USE</b>			

**RESOLUTION 2023-\_\_**  
**PURCHASE OF PROPERTY**  
**8 LUDLOW LANE E**

**A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT WITH DENNIS RAFTIS AND DANA RAFTIS FOR THE PURCHASE OF 8 LUDLOW LANE E; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, Dennis Raftis and Dana Raftis hereafter known as Property Owners) are willing to sell their property located at 8 Ludlow Lane E, Palm Coast, Florida, parcel ID #07-11-31-7037-00140-0030 to the City of Palm Coast; and

WHEREAS, the City of Palm Coast desires to purchase 8 Ludlow Lane E, Palm Coast, Florida, from Dennis Raftis and Dana Raftis, for roadway improvements.

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

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

**SECTION 2. APPROVAL OF THE AGREEMENT FOR PURCHASE.** The City Council hereby approves the terms and conditions of the Purchase Agreement with Dennis Raftis and Dana Raftis for purchase of 8 Ludlow Lane E.

**SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE.** The City Manager, or designee, is hereby authorized to negotiate, finalize, and execute the agreement as depicted in Exhibit "A."

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

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

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

**SECTION 7. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**DULY PASSED AND ADOPTED** by the City Council of the City of Palm Coast, Florida, on this 18<sup>th</sup> day of July 2023.

ATTEST:

CITY OF PALM COAST

\_\_\_\_\_  
KALEY COOK, CITY CLERK

\_\_\_\_\_  
DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
NEYSA BORKERT, CITY ATTORNEY

Attachments: Exhibit A - Draft Purchase Agreement

**PURCHASE AGREEMENT**

ITEM SEGMENT NO.: \_\_\_\_\_  
DISTRICT: \_\_\_\_\_  
FEDERAL PROJECT NO.: \_\_\_\_\_  
STATE ROAD NO.: \_\_\_\_\_  
COUNTY: \_\_\_\_\_  
PARCEL NO.: \_\_\_\_\_

**Seller:** Dennis and Dana Raftis  
3447 Clifton Blvd., Wantagh, NY 11787

**Buyer:** City of Palm Coast

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

**I. Description of Property:**

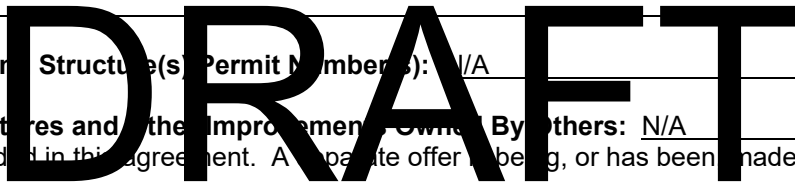
(a) **Estate Being Purchased:**  Fee Simple  Permanent Easement  Temporary Easement  Leasehold

(b) **Real Property Described As:** vacant land located at 8 Ludlow Lane E, Palm Coast FL 32137  
with a Parcel ID # 07-11-31-7037-00140-0030

(c) **Personal Property:** N/A

(d) **Outdoor Advertising Structure(s) Permit Number(s):** N/A

**Buildings, Structures, Fixtures and Other Improvements Owned By Others:** N/A  
These items are **NOT** included in this agreement. A separate offer, being, or has been made for these items.



**II. PURCHASE PRICE**

<b>(a) Real Property</b>		
Land	1.	\$ <u>68,000.000</u>
Improvements	2.	\$ <u>0.00</u>
Real Estate Damages	3.	\$ <u>0.00</u>
(Severance/Cost-to-Cure)		
<b>Total Real Property</b>	4.	\$ <b><u>68,000.00</u></b>
<b>(b) Total Personal Property</b>	5.	\$ <u>0.00</u>
<b>(c) Fees and Costs</b>		
Attorney Fees	6.	\$ <u>0.00</u>
Appraiser Fees	7.	\$ <u>0.00</u>
_____		
_____ Fee(s)	8.	\$ <u>0.00</u>
<b>Total Fees and Costs</b>	9.	\$ <b><u>0.00</u></b>
<b>(d) Total Business Damages</b>	10.	\$ <b><u>0.00</u></b>
<b>(e) Total of Other Costs</b>	11.	\$ <b><u>0.00</u></b>
List: <u>N/A</u>		

**Total Purchase Price** (Add Lines 4, 5, 9, 10 and 11) **\$ 68,000.00**

**Total Global Settlement Amount**

- (f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing **\$ 68,000.00**
- (g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or \_\_\_\_\_ **\$ \_\_\_\_\_**

### III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: The parties acknowledge this is a negotiated purchase of the Property in full and final settlement of all issues relating to this Property, and that the Purchase Price includes settlement of any and all claims, money, attorney's fees, expert fees, costs, severance damages, business damages, or any other damages or claims Seller has, could have or might have been entitled to if this matter had proceeded to eminent domain. Nothing herein entitles the Seller or his attorney to nonmonetary benefits or attorney's fees of any kind.

**DRAFT**

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\*Contingent Upon City of Palm Coast City Council approval

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- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

### IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

### V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- There is an addendum to this agreement. Page \_\_\_\_\_ is made a part of this agreement.
- There is not an addendum to this agreement.



**VI.** Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

**Seller(s)**

**Buyer**

\_\_\_\_\_  
Signature Date

City of Palm Coast

\_\_\_\_\_  
Type or Print Name

BY: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Type or Print Name

**VII. FINAL AGENCY ACCEPTANCE**

The Buyer has granted Final Agency Acceptance this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_  
Signature Type or Print Name and Title

**DRAFT**

Legal Review: \_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name and Title

### ADDITIONAL SIGNATURES

SELLER(S):

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
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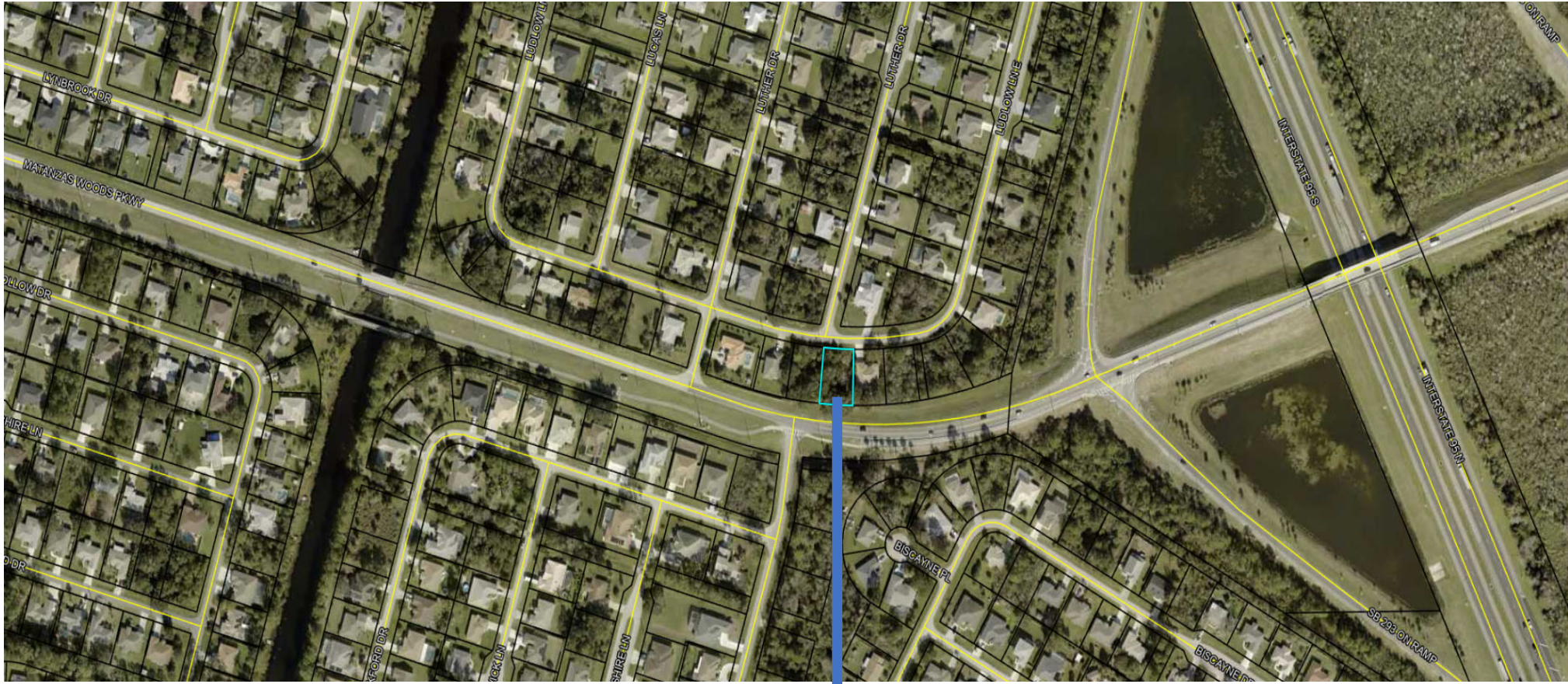
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Signature Date

\_\_\_\_\_  
Type or Print Name

**DRAFT**

# LOCATION MAP



8 LUDLOW LANE EAST

# City of Palm Coast, Florida Agenda Item

Agenda Date: July 18, 2023

<b>Department</b> FINANCIAL SERVICES <b>Division</b>	<b>Amount</b> <b>Account</b> <b>#</b>
<b>Subject:</b> REPORTING OF EMERGENCY AND SOLE SOURCE PURCHASES FOR JUNE 2023	
<b>Presenter:</b> Denise Bevan, City Manager	
<b>Background:</b> Attached is a list of all emergency and sole source purchases for the month of June 2023, in accordance with Sec. 2.25 of Chapter 2, Article 1 Division 3 of the Code of Ordinances of the City of Palm Coast (Procurement Policy).	
<b>Recommended Action:</b> <b>FOR REPORTING ONLY - VIA CITY MANAGER COMMENTS</b>	

**JUNE 2023  
EMERGENCY PURCHASES**

<b>Entry Date</b>	<b>Req #</b>	<b>Total Amount</b>	<b>Vendor</b>	<b>Description</b>	<b>Department</b>
6/26/2023	1679	\$112,915.24	REHRIG PACIFIC COMPANY	RECYCLING BINS	PUBLIC WORKS
6/12/2023	1698	\$45,978.79	KRUGER INC	GEARBOX ON KRUGER DITCH	WASTEWATER TREATMENT
6/15/2023	1711	\$11,550.00	OVIVO USA, LLC	GEARMOTOR ASSY, CLARIFIER TOWER	WASTEWATER TREATMENT

**SOLE SOURCE PURCHASES**

<b>Entry Date</b>	<b>Req #</b>	<b>Total Amount</b>	<b>Vendor</b>	<b>Description</b>	<b>Department</b>
6/7/2023	1688	\$6,000.00	ROUTE4ME, INC	Routing Software for inspector's daily routes	BUILDING PERMITS
6/26/2023	1732	\$23,183.92	ZOLL MEDICAL CORPORATION	Grant Item: Res Q Pods	FIRE

# City of Palm Coast, Florida Agenda Item

Agenda Date: July 18, 2023

<b>Department</b> CITY ADMINISTRATION	<b>Amount</b>
<b>Division</b>	<b>Account</b>
	<b>#</b>
<b>Subject</b> AGENDA WORKSHEET AND CALENDAR	
<b>Presenter: Kaley Cook, City Clerk</b>	
<b>Background:</b>	
<b>Recommended Action:</b>	

	<b>July 25, 2023 SPECIAL WORKSHOP MEETING</b>	<b>PRESENTER</b>
Presentation	Proposed Water & Wastewater, Stormwater, Solid Waste, IT Ent. & Bldg. Fund	Alves/Ragsdale
	<b>August 1, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>
Resolution	Old Kings Road North Phase 2 Design Update	Cote
Proclamation	Purple Heart Day	Cook
Resolution	Belle Terre Safety Improvement Design Update	Cote
Resolution	Piggyback for Traffic Count Systems Services	Cote
Resolution	City Hall Improvements Construction Contract	Gebo
Ordinance 2nd	Coquina Shores Community Development District	Nguyen
Ordinance 2nd	Cascades at Grand Landings Annexation	Papa
Appointment	Volunteer Firefighter Pension Board Appointment	Smith
	<b>August 8, 2023 WORKSHOP MEETING</b>	<b>PRESENTER</b>
Presentation	2023 Legislative Session Overview	The Southern Group
Presentation	Capital, Internal Services, Special Revenue, Proposed Budget for All Remaining Funds	Alves/Ragsdale
Resolution	Water Treatment Facility 1 Sustainability Study	Blake
Resolution	Wastewater Treatment Plant 1 Expansion Study	Blake
Resolution	Raw Watermain Extension - Water Plant 3 Wellfield	Blake
Resolution	Legislative Priorities Update	DeLorenzo
Resolution	Final Nuisance Abatement	Grossman
Presentation	Backyard Chickens	Grossman
Presentation	Interns Project	Interns
Resolution	Parks & Recreation Fee Structure	McDermott
Ordinance	Special Events	McDermott
Presentation	Parks Master Plan - Goals & Objectives	McDermott
Resolution	Contract for Lassiter Transportation Impact Fee Study Update	Nguyen
Presentation	Saltwater Canals Update	Morales
Resolution	Community Development Block Grant (CDBG) Action Plan	Papa
	<b>August 15, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>
Resolution	Old Kings Special Road Assessment	Alves
Resolution	Utility Landscape Maintenance	Ashburn
Resolution	Final Nuisance Abatement	Grossman
Ordinance	Belle Terre Estates Rezoning	Hoover
Resolution	Parks & Recreation Fee Structure	McDermott
Ordinance 1st	Special Events	McDermott
Resolution	Addendum to Country Interlocal for Beachside Sewer Extension	Flanagan
Resolution	Piggyback with Graybar Electric Company	Melley
Resolution	London Waterway Expansion	Morales
Resolution	Community Development Block Grant (CDBG) Action Plan	Papa
	<b>August 29, 2023 SPECIAL WORKSHOP MEETING</b>	<b>PRESENTER</b>

Presentation	Final Proposed Budget for FY 2024 - All Funds	Alves/Ragsdale
Presentation	Fleet Purchases	LaChance
	<b>September 5, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>
Proclamation	National Recovery Month	Cook
Ordinance 2nd	Special Events	McDermott
Resolution	Aquatic Spray Contract	Stevens
	<b>September 7, 2023 TENTATIVE BUDGET HEARING AT 5:15 PM (Date may change)</b>	<b>PRESENTER</b>
Presentation	Tentative Millage and Budget	Alves/Ragsdale
Resolution	Tentative Millage and Budget	Alves/Ragsdale
Resolution	Tentative Budget	Alves/Ragsdale
Resolution	Fleet Purchases	LaChance
Resolution	CRA Resolution CRA Budget	Alves
	<b>September 12, 2023 WORKSHOP MEETING</b>	<b>PRESENTER</b>
Resolution	Cultural Arts Grant	Hirst
	<b>September 19, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>
Resolution	Cultural Arts Grant	Hirst
Presentation	Parks Master Plan	McDermott
Appointment	Code Enforcement Board	Smith
	<b>September 20, 2023 FINAL BUDGET HEARING AT 5:15 PM</b>	<b>PRESENTER</b>
Presentation	Final Millage and Budget	Alves/Ragsdale
Resolution	Final Millage	Alves/Ragsdale
Resolution	Final Budget	Alves/Ragsdale
Resolution	CRA Resolution CRA Budget	Alves/Ragsdale
	<b>October 3, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>
Proclamation	Blindness Awareness Month	Cook
Resolution	Water Plant 1 Liquid Lime Sludge Removal, Hauling, and Disposal	Roussell
Resolution	Water Plant 1 Drying Bed Cleaning	Roussell
	<b>October 10, 2023 WORKSHOP MEETING</b>	<b>PRESENTER</b>
	<b>October 17, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>
Proclamation	Mobility Week	Cook
	<b>November 7, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>
	<b>November 14, 2023 WORKSHOP MEETING</b>	<b>PRESENTER</b>
	<b>November 21, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>
	<b>December 5, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>



	<b>December 12, 2023 WORKSHOP MEETING</b>	<b>PRESENTER</b>
	<b>December 19, 2023 BUSINESS MEETING</b>	<b>PRESENTER</b>
	<b>Future</b>	<b>PRESENTER</b>
Resolution	Tri-Party Sublease Tower Agreement Amendment	Akins/Eldredge
Resolution	Verizon Lease Agreement A1A Tower Amendments	Akins/Eldredge
Resolution	Reuse Distribution System Filtration Upgrades	Ashburn
Resolution	Above Ground Piping Rehab for Water Treatment Plant 1	Ashburn
Resolution	Contract for Old Kings Road Widening	Cote
Resolution	Matanzas/Bird of Paradise Intersection (Right-of-Way)	Cote
Resolution	Construction Contract for the Old Kings Road Force Main to Waste Water Treatment Plant 1	Cote
Resolution	Construction Contract for the Water Treatment Plant 1 Generator Project	Cote
Resolution	Construction Contract for the Water Treatment Plant 1 Sludge Dewatering Project	Cote
Resolution	K-Section Drainage Improvements	Cote
Resolution	Old Kings Road Design Force Main to Water Treatment Plant 1	Cote
Resolution	Old Kings Road South Phase 2 Study	Cote
Resolution	Old Kings Road South Phase 2 Engineering Design Services	Cote
Ordinance	Construction Contract for the Equip Wells SW-1, SW-2 & SW-3 for Water Treatment Plant 1	Cote/Grunewald
Resolution	Matanzas West Phase 1 Construction	Cote/Grunewald
Resolution	Utility Rate Study Approval	Flanagan
Resolution	Occupational Services	Fuller
Ordinance 1st	Animal Control Amendment	Grossman
Ordinance	No Smoking Ordinance	Hirst
Ordinance	Belle Terre Estates	Hoover
Ordinance	Marina Village Master Planned Development	Hoover
Ordinance	Palm Coast Park Master Planned Development	Hoover
Resolution	Savannah at Seminole Pointe Master Site Plan Tier 3	Hoover
Ordinance	Colbert Lane Master Plan Development	Hoover
Ordinance	Marina Village Rezoning	Hoover
Ordinance	Cascades at Grand Landing Rezoning	Hoover
Resolution	Retreat at Town Center (FKA Toll Brothers Subdivision) Final Plat	Leap/Tyner
Resolution	Whiteview Subdivision Phase 2 Final Plat	Leap/Tyner
Resolution	Blare and Colbert Culvert Crossing Upgrades	Morales
Resolution	P-1 Weir Replacement	Morales
Ordinance	Dry Lake Rezoning	Nguyen
Ordinance 1st	Old Kings Village Annexation	Papa
Ordinance	Cascades at Grand Landing Future Land Use Map	Papa
Ordinance	Dry Lake Future Land Use Map	Papa
Ordinance 2nd	Coquina Shores Master Plan Development Future Land Use Map	Papa

Resolution	Pre-Annexation Agreement for Airport Commons II	Papa
Resolution	Transportation Impact Fee Study	Papa/DeLorenzo
Resolution	Legacy at Town Center - Tract 18 Technical Site Plan Tier 3	Planning
Resolution	Storage King State Road 100 - Easement Vacation	Ramirez



**Meeting Calendar for 7/25/2023 through 12/31/2023**

**7/25/2023 9:00 AM**

**CITY COUNCIL SPECIAL WORKSHOP BUDGET**

City Hall

**7/28/2023 5:00 PM**

**Beautification and Environmental Advisory Committee**

City Hall

**8/1/2023 6:00 PM**

**City Council**

City Hall

**8/2/2023 10:00 AM**

**Code Enforcement Board**

City Hall

**8/8/2023 9:00 AM**

**City Council Workshop**

City Hall

**8/11/2023 8:30 AM**

**Volunteer Firefighters' Pension Board**

City Hall

**8/15/2023 9:00 AM**

**City Council**

City Hall

**8/16/2023 5:30 PM**

**Planning & Land Development Regulation Board**

City Hall



**Meeting Calendar for 7/25/2023 through 12/31/2023**

**8/24/2023 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**8/29/2023 9:00 AM**

CITY COUNCIL SPECIAL WORKSHOP BUDGET  
City Hall

**9/5/2023 6:00 PM**

City Council  
City Hall

**9/6/2023 10:00 AM**

Code Enforcement Board  
City Hall

**9/7/2023 5:15 PM**

City Council Special Budget Meeting  
City Hall

**9/12/2023 9:00 AM**

City Council Workshop  
City Hall

**9/19/2023 9:00 AM**

City Council  
City Hall

**9/19/2023 5:30 PM**

Planning & Land Development Regulation Board  
City Hall



**Meeting Calendar for 7/25/2023 through 12/31/2023**

**9/20/2023 5:15 PM**

City Council Special Budget Meeting

City Hall

**9/26/2023 10:00 AM**

Animal Control Hearing

City Hall

**9/28/2023 5:00 PM**

Beautification and Environmental Advisory Committee

City Hall

**10/3/2023 6:00 PM**

City Council

City Hall

**10/4/2023 10:00 AM**

Code Enforcement Board

City Hall

**10/10/2023 9:00 AM**

City Council Workshop

City Hall

**10/17/2023 9:00 AM**

City Council

City Hall

**10/18/2023 5:30 PM**

Planning & Land Development Regulation Board

City Hall



**Meeting Calendar for 7/25/2023 through 12/31/2023**

**10/26/2023 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**11/1/2023 10:00 AM**

Code Enforcement Board  
City Hall

**11/7/2023 6:00 PM**

City Council  
City Hall

**11/14/2023 9:00 AM**

City Council Workshop  
City Hall

**11/15/2023 5:30 PM**

Planning & Land Development Regulation Board  
City Hall

**11/17/2023 8:30 AM**

Volunteer Firefighters' Pension Board  
City Hall

**11/21/2023 9:00 AM**

City Council  
City Hall

**12/5/2023 10:00 AM**

Animal Control Hearing  
City Hall



**Meeting Calendar for 7/25/2023 through 12/31/2023**

**12/5/2023 6:00 PM**

City Council  
City Hall

**12/6/2023 10:00 AM**

Code Enforcement Board  
City Hall

**12/7/2023 5:00 PM**

Beautification and Environmental Advisory Committee  
City Hall

**12/12/2023 9:00 AM**

City Council Workshop  
City Hall

**12/19/2023 9:00 AM**

City Council  
City Hall

**12/20/2023 5:30 PM**

Planning & Land Development Regulation Board  
City Hall