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June 22, 2026

VIA EMAIL ONLY: JZobler@palmcoastgov.com

John Zobler, Director
City of Palm Coast Community Development
160 Lake Avenue
Palm Coast, FL 32164

Re: Review of Proposed Westward Expansion MPD Agreement

Dear Mr. Zobler-

Please accept this letter as Flagler County's comments following review of Version 7 of the Master Planned Development Agreement between the City of Palm Coast and Raydient Palm Coast LLC dated June 10, 2026 (the "MPD Agreement"). The MPD Agreement, which addresses the mixed-use development of approximately 20,144 acres, including residential, commercial, industrial, and, for a time, agricultural uses (the "Project"), contemplates the annexation of property currently located within unincorporated Flagler County. These comments address the impact both the annexation in particular and the Project as a whole may have on the County.

Old Brick Road

As was noted in Chuck Merenda's email following the County's review of the initial version of the MPD Agreement circulated for comment, there is significant concern relative to the impact the Project will have on the historically designated Old Brick Road. Though the Interlocal Agreement is no longer being pursued, the County's concerns related to the existing logging road connections, future connections, at-grade crossings, utility crossings, enhanced buffers, and parallel roadways remain. Deputy County Attorney Sean Moylan also addressed enhanced buffers, requesting an enhanced buffer between Old Brick Road and the proposed arterial/major collector planned parallel to it.

While the applicant, in its response to these comments, indicated a willingness to continue to engage with the County and City as to Old Brick Road, the section dedicated to Old Brick Road in previous iterations of the MPD Agreement was deleted from Version 6 of the document and similarly does not appear in Version 7. Now, the only references to Old Brick Road can be found in several of the margin notes on the Master Concept Plan (MCP):

OLD BRICK ROAD - FINAL ALIGNMENT
OF 2209 AND BUFFERING OF
OLD BRICK ROAD TO BE
COORDINATED WITH:
CITY, COUNTY, AND FDOT

Andy Dance
District 1

Greg Hansen
District 2

Kim Carney
District 3

Leann Pennington
District 4

Pam Richardson
District 5

The MPD Agreement provides the Landowner with significant leeway once it is approved, only classifying amendments that (1) add land to the Project, (2) add new area, height, or bulk regulations, or (3) increase building height by more than twenty percent (20%) as amendments requiring a public hearing (see Section 13(b) of the MPD Agreement). Accordingly, we would ask that the City require that all concerns related to the Old Brick Road be addressed in the MPD Agreement itself. Per direction received from the Board of County Commissioners at its April 20, 2026 workshop, the following provisions, at a minimum, should be incorporated:

1. At-grade crossing of the Old Brick Road is strictly prohibited.
2. Enhanced buffers along the Old Brick Road right of way are required and are to be based on the City of Palm Coast's Land Development Code Type G buffer standards.

Additional language should be added that precludes modification of the foregoing provisions without agreement from the County.

The buffer language requested above is particularly important given the potentially harmful nature of several of the uses permitted in the Greenbelt and Village areas of the Project, which are the areas that border the Old Brick Road as depicted on the MCP. For example, borrow pits and public works and utility uses are permitted in both areas. The applicant should not be opposed to this request given the MPD Agreement requirement that at least ten percent (10%) of the area within each Village shall be retained in open space and recreation (see Section 5(a)(ii)a. of the MPD Agreement).

Connection to County Roads

Mr. Merenda's email also addressed the County's concern regarding roadway connections to County Road 205 and County Road 13. Rather than substantively responding to the concern, the applicant simply pointed to Sections 10 and 14 of the MPD Agreement for the proposition that the appropriate application and Traffic Impact Assessment (TIA) will be prepared for review and approval consistent with state law. These sections have since been deleted from the MPD Agreement and, even if they had not been deleted, the response is insufficient. It does not address the County's request for a proportional share agreement or a thoroughfare roadway impact agreement to protect the level of service (LOS) of the County roadway system and to mitigate for traffic impacts to the County roadway system.

Notwithstanding, a CR 205 Connector and a CR 13 Connector continue to be contemplated as part of the Regional Roadway Network in Section 7(d)(i) of the MPD Agreement. This is especially concerning given that Section 7(d)(i) of the MPD Agreement further provides that the Regional Roadway Network will be public without specific identification of which party will be responsible for operation and maintenance of which portion, including the associated streetscape elements (see Section 7(d)(iii) of the MPD Agreement).¹ Rather, the MPD Agreement simply provides that the

¹ As it relates to streetscape elements, it should be noted that the revision to Section 7(h)(v) of the MPD Agreement appears to inadvertently omit reference to the County. That is, the subsection was revised to require removal of streetscape improvements if (1) the City *or applicable governmental maintaining agency* determines there are public health, safety or welfare issues warranting removal or (2) the City must maintain or access the right-of-way for public health, safety or welfare issues. Given that it is possible that another government agency, such as the County, may be

Regional Roadway Network shall be dedicated to and maintained by the City, County or the Florida Department of Transportation (“FDOT”) as appropriate.

We would ask that the appropriate party be identified now while all affected parties have an opportunity to participate rather than at the time of technical site plan review that includes said roadway(s) or portion thereof, as is contemplated by Section 7(d)(ii) of the MPD Agreement. At that point, the County has no input and the City’s input is greatly limited. If the Regional Roadway Network location and maintenance responsibilities are not to be identified until a later date, the MPD Agreement should provide the County with the ongoing right to participate in the approval process, at least equal to what the City has been provided. All of this could be addressed in the requested proportional share agreement or a thoroughfare roadway impact agreement.

Mitigation Requirements

While the Landowner’s obligation for mitigation of impacts to public facilities,² parks,³ transportation/mobility,⁴ and public safety⁵ was limited in earlier versions of the MPD Agreement, the issues were at least addressed and required the dedication of land and/or the payment of impact fees. All references to these obligations have been deleted from the latest version of the MPD Agreement that is scheduled to be considered by the Planning Board on July 15, 2026. This concerns the County for many reasons, the least of which is that the Project will, without question, have a regional impact on public facilities and services. Without any commitment on the part of the Landowner, the responsibility will fall to the City and its neighbors that currently provide the facilities and services.

Thank you for allowing us the opportunity to comment on the Project. We would respectfully request that these comments be made part of the record of the July 15 Planning Board meeting.

We look forward to the opportunity to remain involved throughout the process.

Sincerely,



Sarah E. Spector
Assistant County Attorney

cc: Phong Nguyen, PTP (via email only: PNguyen@palmcoastgov.com)
Marcus Duffy, Esq. (via email only: mduffy@palmcoastgov.com)
Chuck Merenda, Acting Growth Management Director (via email only)

responsible for maintenance of the right-of-way at issue, the authority to require removal for maintenance and access purposes should extend to the applicable governmental maintaining agency.

² Previously found in Section 10 of the MPD Agreement.

³ Parks, which were previously addressed in Section 12 of the MPD Agreement, are now addressed in Section 11 and no longer include reference to the Sports Activity Park.

⁴ Previously found in Section 14 of the MPD Agreement.

⁵ Previously found in Section 15 of the MPD Agreement.