CATHERINE D ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B JACKSON JR
CITY MANAGER

Crossroads of Flagler County

COMMISSIONERS:

PETE YOUNG
DAVID ATKINSON
DEAN SECHRIST

CITY COMMISSION MEETING
AMENDED AGENDA
Monday, August 25, 2025 at 7:00 PM
1769 East Moody Blvd,
Chambers Meeting Room,
Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1 Proclamation: Reverend Frank Giddens Sr.

B.2 Presentation: Capital Improvements Project Updates

C. Consent Agenda:

C.1 August 25, 2025 Warrant

C.2 August 11, 2025 City Commission Meeting Minutes

C.3 Request approval of Utility Easement to Florida Power & Light Company (FPL) for Installation of Electric Facilities at 200 Tolman Street as part of the ongoing WWTF Upgrades and Expansion Project

C.4 Ferguson Mutual Consent Agreement Renewal

C.5 Request Approval of the City of Palm Coast Interlocal Agreement #2025-14

C.6 Request Approval of Data â€“ Sharing and Usage Agreement with the Flagler County Property Appraiser Office

D. Ordinances: (Legislative):

D.1 Ordinance 2025-10: Requesting to amend the Official Zoning Map of the City of Bunnell for 2,788+/- acres of land from Flagler County "AC, Agricultural" and City of Bunnell "R-1, Single Family Residential District" and "AG&S, Agricultural and Silviculture District" to the City of Bunnell "PUD, Planned Unit Development District" and approving the Reserve at Haw Creek Planned Unit Development Agreement - First Reading

E. New Business:

E.1 Development Agreement 2025-02: Requesting approval for a development agreement with Northeast Florida Developers, LLC and JM Properties X, LLC for the Reserve at Haw Creek Planned Unit Development. - First Reading

E.2 Admin Order 2025-03: Requesting approval of the Haw Creek Country Estates Rural Subdivision, located on County Road 140.

E.3 Requesting approval for the acceptance of the potable water, sanitary sewer, and storm sewer collection piping and collection structure within Grand Reserve Phase 3.

F. Old Business: None

G. Resolutions: (Legislative):

G.1 Resolution 2025-08 Renewal of Florida Department of Transportation MOA for Agreement AST40-R1

H. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

I. Reports:

City Clerk

Police Chief

City Attorney

City Manager

City Manager Report- July 2025

Mayor and City Commissioners:

J. Call for Adjournment

This agenda is subject to change without notice. Please check website www.bunnellcity.us for any changes to the agenda.

NOTICE: If any person decides to appeal any decision made by the City Commission or any of its boards, with respect to any matter considered at any meeting of such boards or commission, he or she will need a record of the proceedings, and for this purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based, 286.0105 Florida Statutes.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 437-7500 at least 48 hours prior to the meeting date.

Proclamation

WHEREAS, *Rev. Dr. Frank Giddens, Sr. a humble man of God has dedicated his life to working for the Kingdom of God and in 1964, received his calling for the Lord. He has been pastoring, mentoring, teaching, and serving the community.; and*

WHEREAS, *Rev. Giddens, Sr. pastored at New Mt. Zion Baptist Church in Palatka before being called to St. Paul Baptist Church in Espanola for more than 55 years.; and*

WHEREAS, *Rev. Giddens, Sr. served as Moderator of the St. Johns River Missionary Baptist Association for 17 years; and*

WHEREAS, *In 2018, Rev. Giddens, Sr. founded the Northeast United Missionary Baptist Association and now is honored as Moderator Emeritus.; and*

WHEREAS, *Rev. Giddens, Sr. served on the Finance Committee of the Florida General Baptist Convention, Inc. during the Henry J. Lyons' Administration and he was honored by the National Baptist Convention USA, Inc. for 50+ years of continuous pastoring.; and*

WHEREAS, *Outside the ministry, Dr. Giddens has been advocating for children and adults causes in the Bunnell community; he served as Recreation Director at the Goerge Washinton Carver Gym supervising GED classes, basketball tournaments, and food distribution; he was appointed by then Governor Lawton Chiles to the Ceta Membership Board, hiring employees for Flagler, St. Johns, Putnam and Clay Counties. Governor Chiles later appointed him to the Flagler Housing Authority and Dr. Giddens is a lifetime member of the Espanola Masonic Lodge.*

NOW, THEREFORE, we, *the Bunnell City Commission do hereby recognize the contributions Rev. Dr. Frank Giddens, Sr. has made to Flagler County and the surrounding communities.*

Adopted this 25th day of August 2025

_____ _____

Catherine D. Robinson, Mayor ***Kristen Bates, MMC, City Clerk***

City of Bunnell, Florida

Agenda Item No. B.2.

		Amount:	N/A
Department:	City Clerk	Account #:	N/A
Subject:	Presentation: Capital Improvements Project Updates		
Agenda Section:	Introductions, Commendations, Proclamations, and Presentations:		

ATTACHMENTS:
Description
2025 08 25 Capital Project Reporting.pdf

Summary/Highlights:

Department Directors will provide updates on some of the major Capital Improvements Projects and Proposed Developments going on in the City.

Real time updates are also found on the City's website on the Capital Improvements Capital Reporting page located at https://www.bunnellcity.us/capital-projects/pages/projects

City Capital Projects Updates

#beinthebunnellknow

As of August 8, 2025

Bunnell Administration & Police Department Complex

- **Completed**

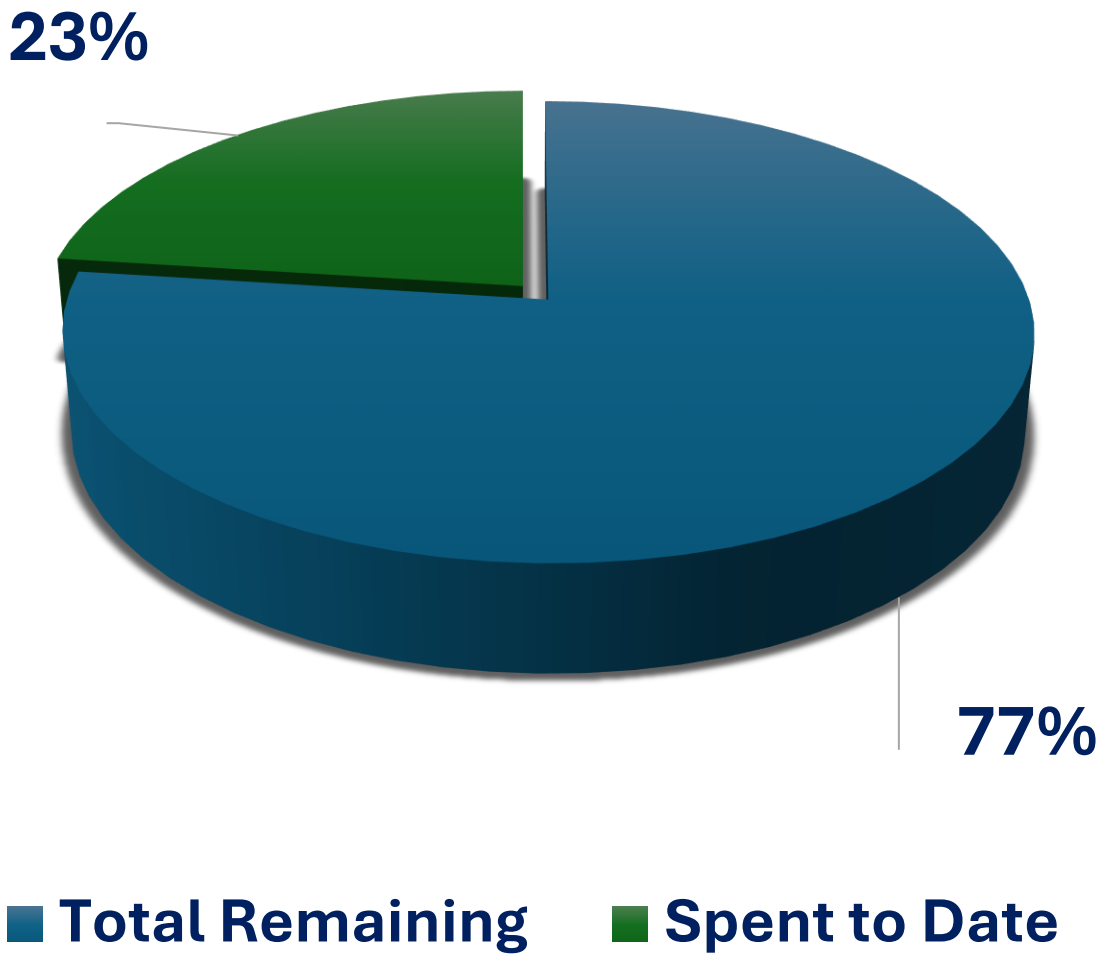
- **Building Dedication Ceremony-** August 27, 2025 at 8:30 AM

Flagler Central Commerce Parkway

- **Completed**

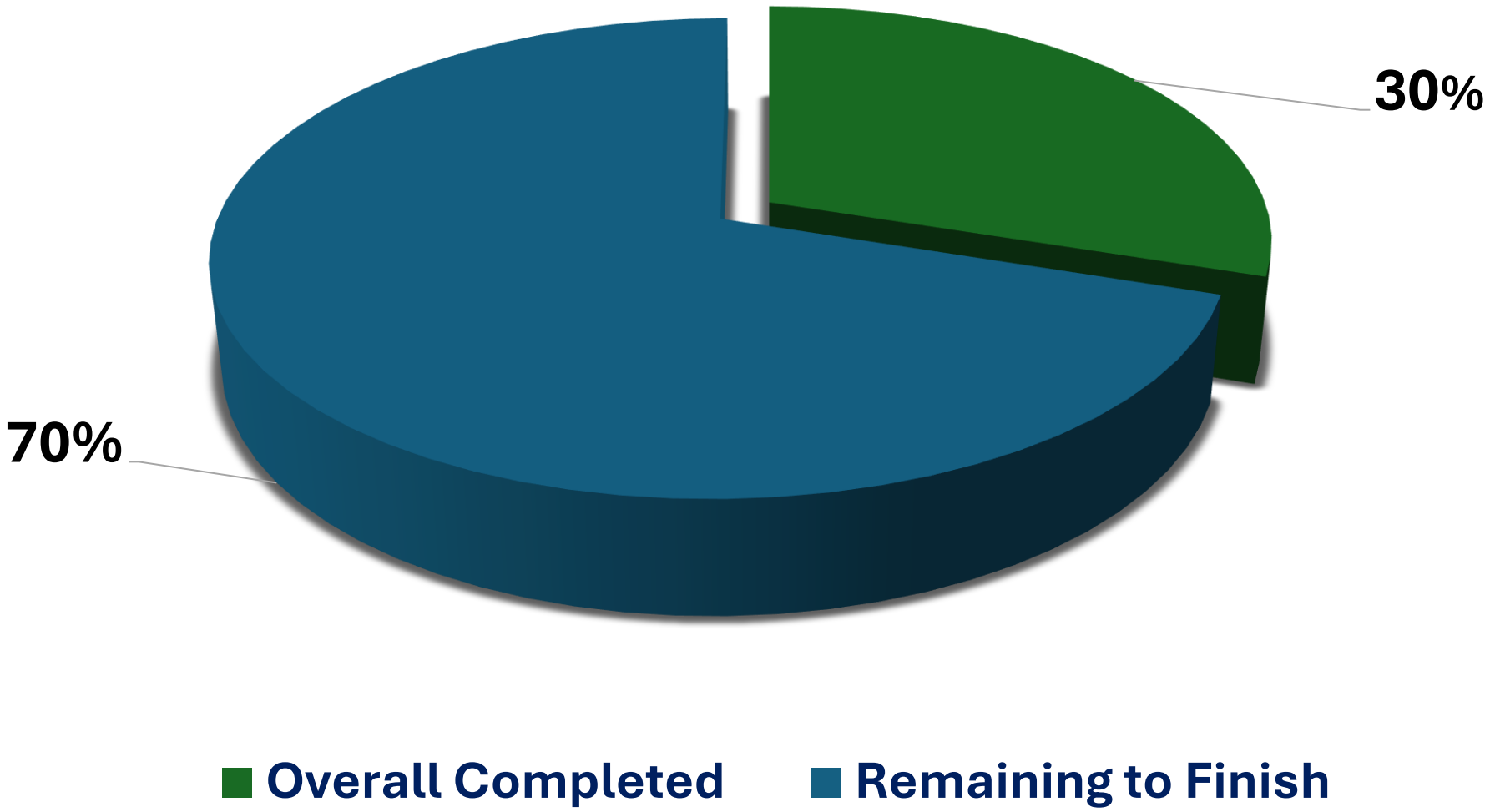
- **Ribbon Cutting Ceremony (Flagler County Event) –** August 29, 2025 at 8:30 AM

Wastewater Treatment Plant Rehab/Expansion



- Target Completion Date: April 2027
- Funding: $44,799,303

Percent Complete



BNR Base Slab

Rebar & Wall Forms in Progress | Concrete Pours to Continue

Hymon Circle Drainage and Outfall Rehab

- **Primary Department:** Infrastructure/Stormwater
- **Award Amount:** $700,000
- **Funding Source:** Small Cities Community Development Block Grant (CDBG)
- **Amount Spent to date:** $449,825
- **Percent Complete:** 90%
- **Milestone Completed:** Final Walk Through/Punch List
- **Next Milestone/Step:** Payment Application 2 | Change Order #2 Construction | Substantial Completion
- **Target Completion Date:** September 30 2025

Design-Build Brackish Water RO

- **Primary Department:** Infrastructure/ Distribution Utility
- **Award/Budgeted Amount:** $4,500,000
- **Funding Source:** State of Florida Department of Environmental Protection Legislative Grant
- **Amount Spent to date:** $267,437
- **Percent Complete:** 5.9%
- **Milestone Completed:** 90% Cost Estimate Review
- **Next Milestone/Step:** Consumptive use Permit Additional Allocation In Progress; Ground Water Modeling
- **Target Completion Date**: September 2026

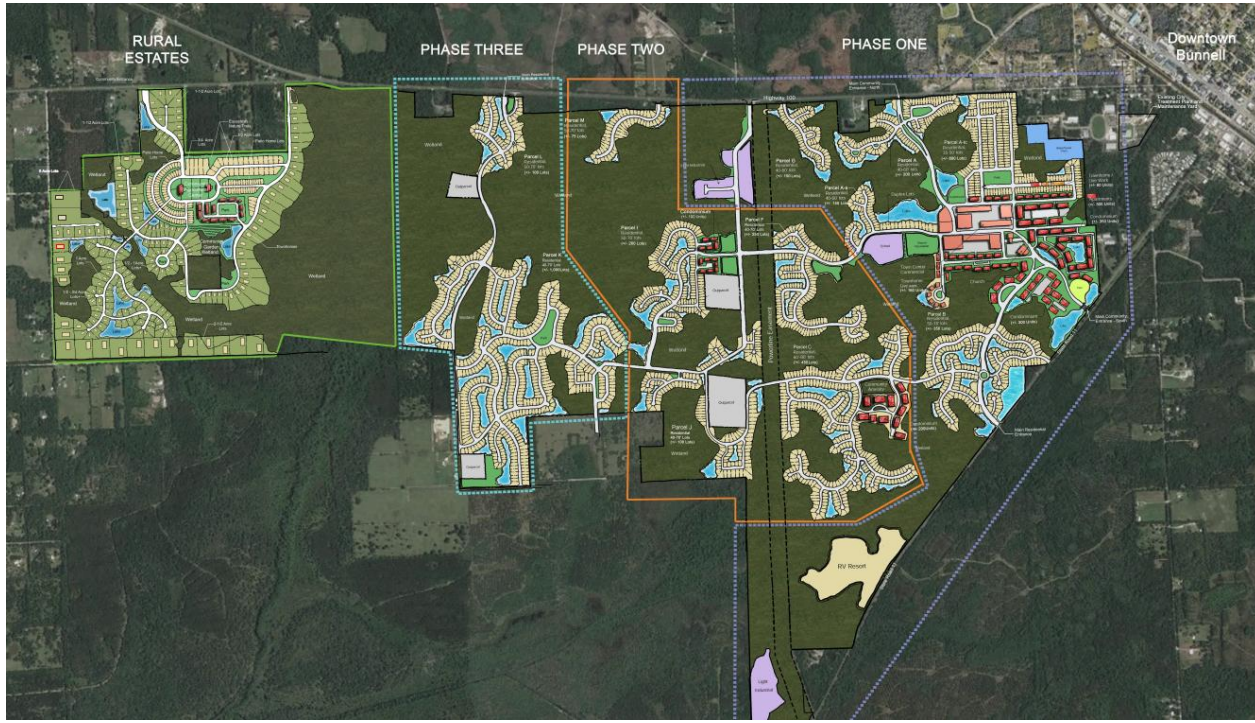
Phase 2 Coquina Hall Restoration

- **Primary Department:** City Clerk
- **Award/Budgeted Amount:** $870,000.00
- **Funding Source:** Legislative Appropriation
- **Amount Spent to date**: $0
- **Percent Complete**: 0%
- **Milestone Completed:** Phase 2 construction plans were approved by the State Division of Historical Resources 6/30/2025; On-Site meeting with Contractor held 7/3/2025
- **Next Milestone/Step:** Notice to Proceed issued 8/7/2025; Construction commenced 8/11/2025
- **Target Completion Date**: 12/31/2025

Phase 2 Coquina Hall Restoration will focus on additional structural issues and ADA access and compliance

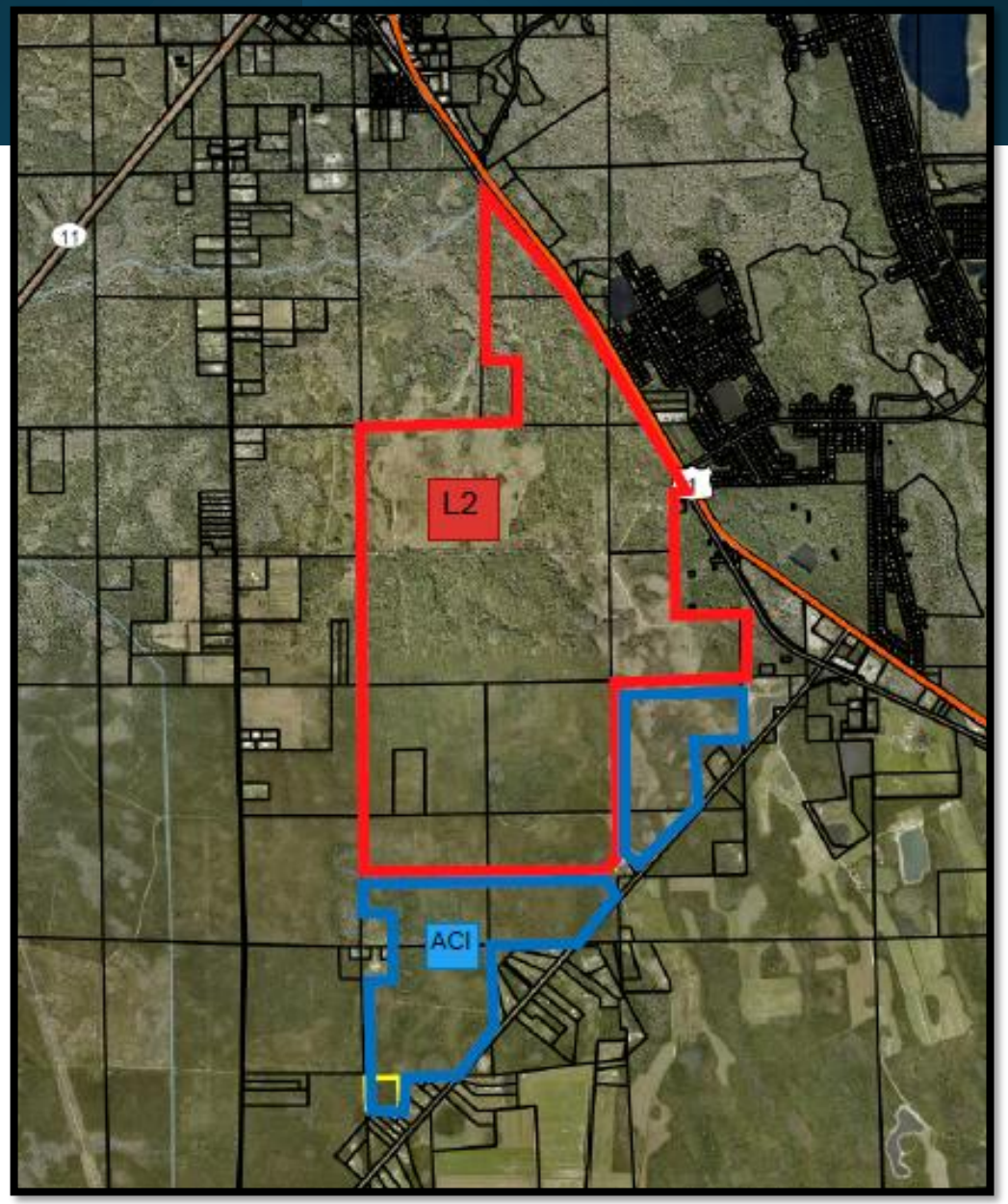
Proposed Development Update: Reserve at Haw Creek Update

- **Primary Department-** Community Development
- **Large-scale Future Land Use Map (FLUM) Amendment-** Adoption hearing to be scheduled
- **Planned Unit Development (PUD)/Zoning-**
  - The City Commission voted to reconsider the PUD and Developer's Agreement applications. Revised documents are expected from the applicant. Upon staff review and approval, the items will be re-advertised for a potential August hearing.



Proposed Development Update: US 1 Park

- **Primary Department-** Community Development
- **Project Summary-** Proposed FLUM amendment and rezoning for ±1,842 acres to allow Industrial and Agricultural Community Industrial uses. No specific development plans submitted to date.
- **Project Update-** The item was pulled from the June 23, 2025 agenda at the applicant's request. Staff is awaiting a revised application that will include self-imposed development restrictions. A new hearing date will be scheduled once submitted and reviewed.



Expense Approval Register

City of Bunnell, FL

cket: APPKT09172 - 2025-0825 Payment Process

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 4C's Trucking & Excavation, Inc.					
4C's Trucking & Excavation, I...	PAYAPP 2	08/18/2025	CDBG Grant Hymon Drainage	001-0538-538.6300	268,042.45
4C's Trucking & Excavation, I...	PAYAPP 2	08/18/2025	CDBG Grant Hymon Drainage	001-2050000	-36,440.07
				Vendor 4C's Trucking & Excavation, Inc. Total:	**231,602.38**
Vendor: Advance Stores Company, Incorporated					
Advance Stores Company, In...	8483521075563	08/12/2025	Filters	401-0533-533.4620	41.12
Advance Stores Company, In...	8483521075563	08/12/2025	Filters	404-0535-535.4620	41.11
Advance Stores Company, In...	8483521837856	08/12/2025	Battery	401-0533-533.4620	334.66
				Vendor Advance Stores Company, Incorporated Total:	**416.89**
Vendor: Advanced Environmental Laboratories, Inc.					
Advanced Environmental La...	862141	08/13/2025	BLANKET PO - WWTP LAB TE...	404-0535-535.3400	660.30
				Vendor Advanced Environmental Laboratories, Inc. Total:	**660.30**
Vendor: AG-PRO, LLC					
AG-PRO, LLC	P50189	08/12/2025	Misc Equip Repair	001-0541-541.4640	642.30
AG-PRO, LLC	P50636	08/12/2025	Misc Equip Repair	001-0541-541.4640	113.98
				Vendor AG-PRO, LLC Total:	**756.28**
Vendor: Applied Concepts, Inc.					
Applied Concepts, Inc.	461646	08/13/2025	3 Red/Blue Strobes	001-0521-521.5200	4,053.00
Applied Concepts, Inc.	461646	08/13/2025	3 Traffic Data Analysis Packa...	001-0521-521.5200	1,786.50
Applied Concepts, Inc.	461646	08/13/2025	Shipping & Handling	001-0521-521.5200	2,400.00
Applied Concepts, Inc.	461646	08/13/2025	3 Message Boards	001-0521-521.5200	45,336.00
				Vendor Applied Concepts, Inc. Total:	**53,575.50**
Vendor: ASK BJ LLC					
ASK BJ LLC	15151759	08/14/2025	Pressure Washing	401-0533-533.4600	800.00
				Vendor ASK BJ LLC Total:	**800.00**
Vendor: Boulevard Tire Center					
Boulevard Tire Center	27-116800	08/12/2025	Misc Equip Repair	001-0541-541.4640	259.90
				Vendor Boulevard Tire Center Total:	**259.90**
Vendor: Bunnell Auto Supply, Inc.					
Bunnell Auto Supply, Inc.	709135	08/12/2025	Repair & Maintenance	001-0541-541.4640	163.78
Bunnell Auto Supply, Inc.	709594	08/12/2025	Truck Parts Unit 927	402-0534-534.4620	198.98
Bunnell Auto Supply, Inc.	709595	08/12/2025	Truck parts Unit 927	402-0534-534.4620	160.37
Bunnell Auto Supply, Inc.	709596	08/12/2025	Truck Repairs Unit 927	402-0534-534.4620	32.98
Bunnell Auto Supply, Inc.	709782	08/13/2025	PW BPO for vehicle maintem...	001-0541-541.4620	49.52
				Vendor Bunnell Auto Supply, Inc. Total:	**605.63**
Vendor: Bunnell Feed & Supply Inc.					
Bunnell Feed & Supply Inc.	220000096088	08/12/2025	Misc Supplies	001-0541-541.5200	316.50
				Vendor Bunnell Feed & Supply Inc. Total:	**316.50**
Vendor: C.A.P. Government, Inc.					
C.A.P. Government, Inc.	0171189	08/12/2025	Professional Services 6.01-6....	118-0524-524.3401	3,807.00
				Vendor C.A.P. Government, Inc. Total:	**3,807.00**
Vendor: Charter Communications					
Charter Communications	168594301072125	08/14/2025	200 Tolman St 7.26-8.25.25	404-0535-535.4100	128.89
Charter Communications	126330201080125	08/15/2025	100 Utility St 8.01-8.31.25	401-0533-533.4100	390.00
				Vendor Charter Communications Total:	**518.89**
Vendor: Cintas Corporation NO 2					
Cintas Corporation NO 2	4234658884	08/12/2025	Uniform Rental/Maint	404-0535-535.5220	53.56
Cintas Corporation NO 2	4234658916	08/12/2025	Uniform Rental/Maint	401-0533-533.5220	83.72
Cintas Corporation NO 2	4234658916	08/12/2025	Uniform Rental/Maint	404-0535-535.5220	40.97
Cintas Corporation NO 2	4235426393	08/12/2025	Uniform Rental/Maint	401-0533-533.5220	72.25
Cintas Corporation NO 2	4235426393	08/12/2025	Uniform Rental/Maint	404-0535-535.5220	40.97

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Cintas Corporation NO 2	4235426414	08/12/2025	Uniform Rental/Maint	404-0535-535.5220	46.54
Cintas Corporation NO 2	4236708798	08/12/2025	Uniform Rental/Maint	404-0535-535.5220	83.40
Cintas Corporation NO 2	4236708847	08/12/2025	Uniform Rental/Maint	401-0533-533.5220	72.69
Cintas Corporation NO 2	4236708847	08/12/2025	Uniform Rental/Maint	404-0535-535.5220	12.58
Cintas Corporation NO 2	4237417818	08/12/2025	Uniform Rental/Maint	401-0533-533.5220	72.69
Cintas Corporation NO 2	4237417818	08/12/2025	Uniform Rental/Maint	404-0535-535.5220	12.58
Cintas Corporation NO 2	4237417906	08/12/2025	Uniform Rental/Maint	404-0535-535.5220	83.40
Cintas Corporation NO 2	4238158335	08/12/2025	Uniform Rental/Maint	401-0533-533.5220	72.69
Cintas Corporation NO 2	4238158335	08/12/2025	Uniform Rental/Maint	404-0535-535.5220	12.58
Cintas Corporation NO 2	4238158741	08/12/2025	Uniform Rental/Maint	404-0535-535.5220	59.55
Cintas Corporation NO 2	4236242416	08/12/2025	Uniform Rental/Maint	404-0535-535.5220	83.40
Cintas Corporation NO 2	4236242445	08/12/2025	Uniform Rental/Maint	401-0533-533.5220	68.02
Cintas Corporation NO 2	4236242445	08/12/2025	Uniform Rental/Maint	404-0535-535.5220	9.55
Cintas Corporation NO 2	4238886763	08/12/2025	Uniform Rental/Maint	401-0533-533.5220	47.92
Cintas Corporation NO 2	4238886763	08/12/2025	Uniform Rental/Maint	404-0535-535.5220	9.55
Cintas Corporation NO 2	4238887315	08/12/2025	Uniform Rental/Maint	404-0535-535.5220	59.55
				Vendor Cintas Corporation NO 2 Total:	**1,098.16**
Vendor: City of Bunnell - WS O&M					
City of Bunnell - WS O&M	INV0014351	08/13/2025	01-0040-01 July	001-0572-572.4300	463.19
City of Bunnell - WS O&M	INV0014352	08/13/2025	01-5270-01 July	401-0533-533.4300	182.76
City of Bunnell - WS O&M	INV0014354	08/13/2025	02-2050-09 July	001-0519-519.4300	270.50
City of Bunnell - WS O&M	INV0014355	08/13/2025	02-2060-09 July	001-0519-519.4300	248.93
City of Bunnell - WS O&M	INV0014356	08/13/2025	02-2070-07 July	401-0533-533.4300	127.86
City of Bunnell - WS O&M	INV0014356	08/13/2025	02-2070-07 July	404-0535-535.4300	127.87
City of Bunnell - WS O&M	INV0014357	08/13/2025	02-2080-08 July	001-0519-519.4300	251.44
City of Bunnell - WS O&M	INV0014358	08/13/2025	02-2503-00 July	404-0535-535.4300	100.56
City of Bunnell - WS O&M	INV0014359	08/13/2025	02-2505-00 July	404-0535-535.4300	89.92
City of Bunnell - WS O&M	INV0014360	08/13/2025	02-3191-00 July	001-0541-541.4300	89.92
City of Bunnell - WS O&M	INV0014361	08/13/2025	03-0320-01 July	001-0572-572.4300	445.67
City of Bunnell - WS O&M	INV0014362	08/13/2025	03-0370-01 July	001-0572-572.4300	477.63
City of Bunnell - WS O&M	INV0014363	08/13/2025	03-0545-00 July	404-0535-535.4300	91.08
City of Bunnell - WS O&M	INV0014364	08/13/2025	03-0161-00 July	404-0535-535.4300	90.17
City of Bunnell - WS O&M	INV0014365	08/13/2025	03-1541-00 July	404-0535-535.4300	89.92
City of Bunnell - WS O&M	INV0014366	08/13/2025	03-4991-00 July	001-0541-541.4300	89.92
City of Bunnell - WS O&M	INV0014367	08/13/2025	03-5151-00 July	001-0541-541.4300	89.92
City of Bunnell - WS O&M	INV0014368	08/13/2025	03-5191-00 July	001-0572-572.4300	89.94
City of Bunnell - WS O&M	INV0014369	08/13/2025	03-5240-01 July	404-0535-535.4300	410.38
City of Bunnell - WS O&M	INV0014370	08/13/2025	03-5260-01 July	001-0541-541.4300	575.00
City of Bunnell - WS O&M	INV0014371	08/13/2025	04-0085-00 July	404-0535-535.4300	89.96
City of Bunnell - WS O&M	INV0014372	08/13/2025	04-0170-02 July	404-0535-535.4300	90.01
City of Bunnell - WS O&M	INV0014373	08/13/2025	04-1140-01 July	001-0572-572.4300	291.28
City of Bunnell - WS O&M	INV0014374	08/13/2025	04-2181-00 July	404-0535-535.4300	89.92
City of Bunnell - WS O&M	INV0014375	08/13/2025	04-3031-00 July	001-0541-541.4300	89.92
City of Bunnell - WS O&M	INV0014376	08/13/2025	04-3032-00 July	404-0535-535.4300	89.92
City of Bunnell - WS O&M	INV0014377	08/13/2025	04-3360-01 July	404-0535-535.4300	89.92
City of Bunnell - WS O&M	INV0014378	08/13/2025	06-0327-01 July	404-0535-535.4300	89.92
				Vendor City of Bunnell - WS O&M Total:	**5,323.43**
Vendor: CPH, LLC					
CPH, LLC	169115	08/13/2025	Task 1.5 Review RFI's, Field O...	404-0535-535.6200	3,650.00
CPH, LLC	169115	08/13/2025	Task 1.3 Progress Meeting At...	404-0535-535.6200	6,214.00
CPH, LLC	169115	08/13/2025	Task 1.7 SRF & Grant Project...	404-0535-535.6200	9,250.00
CPH, LLC	169115	08/13/2025	Task 1.4 Review Submittals a...	404-0535-535.6200	7,425.00
CPH, LLC	169115	08/13/2025	Task 1.6 Review Payment Ap...	404-0535-535.6200	5,784.75
CPH, LLC	169115	08/13/2025	Task 1.8 Observe Constr & D...	404-0535-535.6200	23,950.00
CPH, LLC	169115	08/13/2025	Task 1.2 General Project Adm..	404-0535-535.6200	6,750.00
				Vendor CPH, LLC Total:	**63,023.75**
Vendor: Crystal Tractor and Equipment - Hastings					
Crystal Tractor and Equipme...	P29315	08/13/2025	Misc Equip Repair	001-0572-572.4640	794.79

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Crystal Tractor and Equipme...	P29631	08/13/2025	Misc Equip Repair	001-0572-572.4640	62.46
				Vendor Crystal Tractor and Equipment - Hastings Total:	**857.25**
Vendor: Data Flow Systems, LLC					
Data Flow Systems, LLC	107227	08/13/2025	LS SCADA Monthly Service	404-0535-535.3400	1,525.50
				Vendor Data Flow Systems, LLC Total:	**1,525.50**
Vendor: DG Hardware, Inc.					
DG Hardware, Inc.	122862	08/15/2025	Misc Supplies	001-0541-541.5200	22.94
DG Hardware, Inc.	122749	08/13/2025	Fasteners	402-0534-534.4620	5.16
DG Hardware, Inc.	123152	08/13/2025	Misc Plant Hand Tools	401-0533-533.5265	60.28
DG Hardware, Inc.	123177	08/14/2025	Chain DG 15"	001-0521-521.5100	21.11
				Vendor DG Hardware, Inc. Total:	**109.49**
Vendor: Duval Asphalt Products, Inc					
Duval Asphalt Products, Inc	07-513738	08/13/2025	Pothole Repair	001-0541-541.5300	3,024.00
				Vendor Duval Asphalt Products, Inc Total:	**3,024.00**
Vendor: Enterprise FM Trust - Enterprise Fleet Management Customer Billing					
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	PD - Lease	001-0521-521.4400	16,661.30
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	PD - Maint-Repair	001-0521-521.4620	48.00
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	PD - Admin/DMV Fee	001-0521-521.4900	1,967.65
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	Com Dev - Lease	001-0524-524.4400	29.52
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	Com Dev - Maint-Repair	001-0524-524.4620	18.57
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	PW - Lease	001-0541-541.4400	-7,324.05
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	PW - Maint-Repair	001-0541-541.4620	189.52
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	Fleet - Lease	001-0549-549.4400	3,153.63
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	Fleet - Maint-Repair	001-0549-549.4620	65.87
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	Parks - Lease	001-0572-572.4400	1,185.11
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	Parks - Maint-Repair	001-0572-572.4620	192.01
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	Bldg - Lease	118-0524-524.4400	29.52
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	Bldg - Maint-Repair	118-0524-524.4620	18.59
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	Water - Lease	401-0533-533.4400	1,300.08
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	Fleet Vehicles - August 2025	401-0533-533.4620	1,678.18
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	401/404 Split - Maint-Repair	401-0533-533.4620	163.28
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	Water - Maint-Repair	401-0533-533.4620	100.25
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	Solid Waste - Lease	402-0534-534.4400	916.95
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	Solid Waste - Maint-Repair	402-0534-534.4620	86.74
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	Waste Water - Lease	404-0535-535.4400	1,265.92
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	Waste Water - Maint-Repair	404-0535-535.4620	90.03
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	Fleet Vehicles - August 2025	404-0535-535.4620	1,678.18
Enterprise FM Trust - Enterpr...	FBN5403291	08/13/2025	401/404 Split - Maint-Repair	404-0535-535.4620	163.28
				Vendor Enterprise FM Trust - Enterprise Fleet Management Customer Billing Total:	**23,678.13**
Vendor: Expert Chemical Sales & Service LLC					
Expert Chemical Sales & Serv...	072037	08/13/2025	Admin Complex Supplies	001-0519-519.4900	612.00
				Vendor Expert Chemical Sales & Service LLC Total:	**612.00**
Vendor: Ferguson Waterworks					
Ferguson Waterworks	2172371-1	08/15/2025	Distribution & Water Supplies	401-0533-533.5205	22.15
Ferguson Waterworks	2172371	08/15/2025	Distribution & Water Supplies	401-0533-533.5205	1,222.67
Ferguson Waterworks	2175959	08/13/2025	Water supplies	401-0533-533.5205	402.52
Ferguson Waterworks	2175995	08/13/2025	Water supplies	401-0533-533.5205	455.00
Ferguson Waterworks	2175995	08/13/2025	Water supplies	404-0535-535.5200	455.00
Ferguson Waterworks	2176056	08/13/2025	Water Supplies	401-0533-533.5264	1,362.75
Ferguson Waterworks	2176056	08/13/2025	Water Supplies	404-0535-535.5264	1,362.75
Ferguson Waterworks	2175313	08/13/2025	Memberships/dues/subscript..	401-0533-533.4620	1,966.04
Ferguson Waterworks	2175313	08/13/2025	Memberships/dues/subscript..	404-0535-535.4620	1,966.03
				Vendor Ferguson Waterworks Total:	**9,214.91**
Vendor: Flagler County Clerk of Courts					
Flagler County Clerk of Courts	4914202508	08/14/2025	Recording Fees July 2025	001-0512-512.3300	27.00
Flagler County Clerk of Courts	4914202508	08/14/2025	Recording Fees July 2025	001-0524-524.3300	217.00
				Vendor Flagler County Clerk of Courts Total:	**244.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Flagler County Sheriff's Office					
Flagler County Sheriff's Office	2025-20	08/13/2025	Vehicle 2502	001-0521-521.4620	443.90
				Vendor Flagler County Sheriff's Office Total:	**443.90**
Vendor: Flagler Humane Society					
Flagler Humane Society	1172AB	08/13/2025	Services for July 2025	001-0562-562.3402	2,352.74
				Vendor Flagler Humane Society Total:	**2,352.74**
Vendor: Flagler Inspections LLC					
Flagler Inspections LLC	0207D	08/13/2025	Services 7.15-7.30.25	118-0524-524.3401	1,780.00
				Vendor Flagler Inspections LLC Total:	**1,780.00**
Vendor: Florida Health Care Plans, Inc.					
Florida Health Care Plans, Inc.	336767	08/18/2025	T-66 August Group NO. 00L7...	001-2184000	38,998.94
Florida Health Care Plans, Inc.	336768	08/18/2025	T-23 August Group NO.0007...	001-2184500	1,949.44
Florida Health Care Plans, Inc.	336769	08/18/2025	T-23 August Group NO. 000...	001-2184000	2,009.72
				Vendor Florida Health Care Plans, Inc. Total:	**42,958.10**
Vendor: Florida Natural Gas					
Florida Natural Gas	1279205ES	08/15/2025	July 2025 Gas Charges	001-0519-519.4300	32.96
				Vendor Florida Natural Gas Total:	**32.96**
Vendor: FS-Compression CO.,LLC					
FS-Compression CO.,LLC	0077942	08/14/2025	Annual Service air compressor	401-0533-533.5205	1,545.00
				Vendor FS-Compression CO.,LLC Total:	**1,545.00**
Vendor: GEOTAB USA, INC					
GEOTAB USA, INC	IN445323	08/15/2025	SW Truck 929 GPS& Camera	402-0534-534.4100	126.00
				Vendor GEOTAB USA, INC Total:	**126.00**
Vendor: Harmony Home Theaters LLC					
Harmony Home Theaters LLC	1654	08/14/2025	Install TVs Admin Complex	001-0519-519.6200	1,500.00
Harmony Home Theaters LLC	1654	08/14/2025	Install TVs Admin Complex	401-0533-533.5264	40.00
Harmony Home Theaters LLC	1654	08/14/2025	Install TVs Admin Complex	404-0535-535.5264	40.00
				Vendor Harmony Home Theaters LLC Total:	**1,580.00**
Vendor: Hawkins Inc					
Hawkins Inc	7153396	08/13/2025	WTP CHEMICALS	401-0533-533.5205	1,361.25
Hawkins Inc	7153397	08/13/2025	WWTP CHEMICALS	404-0535-535.5200	1,361.25
Hawkins Inc	7158085	08/13/2025	WWTP CHEMICALS	404-0535-535.5200	1,636.25
Hawkins Inc	7160325	08/13/2025	WWTP CHEMICALS	404-0535-535.5200	1,375.00
				Vendor Hawkins Inc Total:	**5,733.75**
Vendor: Hayes Pipe Supply Inc					
Hayes Pipe Supply Inc	1128536	08/14/2025	GSP Liftstation panel	404-0535-535.6300	697.50
				Vendor Hayes Pipe Supply Inc Total:	**697.50**
Vendor: ICMA Retirement Corporation					
ICMA Retirement Corporation	20250630-109-320313-A	08/14/2025	Annual fee Otr 7.01-9.30.25	001-2027000	250.00
				Vendor ICMA Retirement Corporation Total:	**250.00**
Vendor: Jada White					
Jada White	Refund 7/05/2025	08/15/2025	Verse Lee Refund	001-2201000	150.00
Jada White	Refund 7/05/2025	08/15/2025	Verse Lee Refund	001-3475300	-25.00
				Vendor Jada White Total:	**125.00**
Vendor: MacData LLC					
MacData LLC	20510	08/14/2025	Pre-Employment screening Ju..	001-0541-541.4900	45.00
				Vendor MacData LLC Total:	**45.00**
Vendor: McMaster-Carr Supply Company					
McMaster-Carr Supply Comp...	49707611	08/14/2025	Misc Supplies	401-0533-533.5205	94.68
				Vendor McMaster-Carr Supply Company Total:	**94.68**
Vendor: Medi-Quick Urgent Care					
Medi-Quick Urgent Care	Plan OCCU0B 8/6/25	08/14/2025	Olivo, Saadeh, Shoemaker	001-0512-512.4900	55.00
Medi-Quick Urgent Care	Plan OCCU0B 8/6/25	08/14/2025	Olivo, Saadeh, Shoemaker	001-0521-521.4900	305.00
Medi-Quick Urgent Care	Plan OCCU0B 8/6/25	08/14/2025	Olivo, Saadeh, Shoemaker	001-0541-541.4900	160.00
				Vendor Medi-Quick Urgent Care Total:	**520.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: MES Service Company, LLC					
MES Service Company, LLC	2316566	08/14/2025	Name Bar J2- Saadeh	001-0521-521.5220	18.79
				Vendor MES Service Company, LLC Total:	**18.79**
Vendor: North Florida Professional Services, Inc					
North Florida Professional Se...	19610	08/14/2025	L250522BUN- FLUMA 2025-...	001-0524-524.3400	1,090.00
North Florida Professional Se...	19666	08/14/2025	L240611BUN- Reserve @ Ha...	001-0524-524.3400	2,450.00
				Vendor North Florida Professional Services, Inc Total:	**3,540.00**
Vendor: ODYSSEY MANUFACTURING COMPANY					
ODYSSEY MANUFACTURING ...	089786	08/18/2025	Bulk Salt	401-0533-533.5205	4,794.39
				Vendor ODYSSEY MANUFACTURING COMPANY Total:	**4,794.39**
Vendor: Pace Analytical Services, LLC					
Pace Analytical Services, LLC	2535680430	08/13/2025	Lab Testing per FDEP WTP	401-0533-533.3401	1,040.00
				Vendor Pace Analytical Services, LLC Total:	**1,040.00**
Vendor: Palm Coast Observer, LLC					
Palm Coast Observer, LLC	25-00257F	08/14/2025	RSD 2025-01	001-0524-524.4800	150.00
Palm Coast Observer, LLC	25-00258F	08/14/2025	PZA ZMA 2025-02	001-0524-524.4800	150.00
Palm Coast Observer, LLC	25-00259F	08/14/2025	SE 2025-03	001-0524-524.4800	135.00
				Vendor Palm Coast Observer, LLC Total:	**435.00**
Vendor: PC Construction Company					
PC Construction Company	PAYAPP 6 WSD-2401	08/15/2025	Phase 1 BW Reverse Osmosis...	401-0533-533.6300	24,260.59
PC Construction Company	PAYAPP9 WSD-2401	08/13/2025	Phase 1 BW Reverse Osmosis...	401-0533-533.6300	26,837.83
				Vendor PC Construction Company Total:	**51,098.42**
Vendor: ProFirst Training					
ProFirst Training	321	08/14/2025	Background- Saadeh	001-0521-521.3400	995.00
				Vendor ProFirst Training Total:	**995.00**
Vendor: Rayco Funding & Development, Inc					
Rayco Funding & Developme...	28133	08/13/2025	Liquid Sludge Hauling	404-0535-535.3400	1,875.00
Rayco Funding & Developme...	28217	08/13/2025	Liquid Sludge Hauling	404-0535-535.3400	1,875.00
Rayco Funding & Developme...	28232	08/13/2025	Liquid Sludge Hauling	404-0535-535.3400	1,875.00
				Vendor Rayco Funding & Development, Inc Total:	**5,625.00**
Vendor: St. Augustine Electric Motor Works, Inc.					
St. Augustine Electric Motor...	107243	08/14/2025	Misc Equipment	404-0535-535.5264	810.62
				Vendor St. Augustine Electric Motor Works, Inc. Total:	**810.62**
Vendor: Staples Inc					
Staples Inc	AR13744020	08/13/2025	Base rate & Overage 8.11-9....	001-0512-512.3400	167.24
Staples Inc	AR13744020	08/13/2025	Base rate & Overage 8.11-9....	001-0513-513.3400	17.25
Staples Inc	AR13744020	08/13/2025	Base rate & Overage 8.11-9....	001-0521-521.3400	73.45
Staples Inc	AR13744020	08/13/2025	Base rate & Overage 8.11-9....	001-0524-524.3400	62.21
Staples Inc	AR13744020	08/13/2025	Base rate & Overage 8.11-9....	401-0533-533.3401	31.78
Staples Inc	AR13744020	08/13/2025	Base rate & Overage 8.11-9....	404-0535-535.3400	32.72
Staples Inc	SO4422699	08/18/2025	Move Equip to Amin Comple	001-0519-519.3100	300.00
Staples Inc	SO4422167	08/18/2025	Move Equip to Admin Compl...	001-0519-519.3100	300.00
				Vendor Staples Inc Total:	**984.65**
Vendor: Staples, Inc					
Staples, Inc	9931627904	08/14/2025	Office Supplies	001-0536-541.5100	73.28
Staples, Inc	6039041886	08/14/2025	Misc Supplies	001-0513-513.5100	63.78
Staples, Inc	6039041887	08/14/2025	File Boxes	001-0521-521.5100	27.79
				Vendor Staples, Inc Total:	**164.85**
Vendor: Sun Country Termite & Pest Control					
Sun Country Termite & Pest ...	65092	08/13/2025	Pest Control - WTP	401-0533-533.3401	30.00
Sun Country Termite & Pest ...	65110	08/13/2025	Pest Control - WWTP	404-0535-535.3400	30.00
				Vendor Sun Country Termite & Pest Control Total:	**60.00**
Vendor: Sunshine State One Call of Florida, Inc					
Sunshine State One Call of Fl...	PS-INV1050801	08/13/2025	Monthly Assessment Billing L...	401-0533-533.3401	42.04
Sunshine State One Call of Fl...	PS-INV1050801	08/13/2025	Monthly Assessment Billing L...	404-0535-535.3400	42.04
				Vendor Sunshine State One Call of Florida, Inc Total:	**84.08**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: Teco Peoples Gas					
Teco Peoples Gas	627927674450	08/14/2025	Service period 7.01-7.29.25	001-0519-519.4300	124.11
				Vendor Teco Peoples Gas Total:	**124.11**
Vendor: Terry Taylor Ford Company					
Terry Taylor Ford Company	FOCP497221	08/14/2025	Oil Change Veh 2004	001-0521-521.4620	49.00
				Vendor Terry Taylor Ford Company Total:	**49.00**
Vendor: The Gaboton Group, LLC					
The Gaboton Group, LLC	10-624	08/14/2025	Retainer- August 2025	001-0511-511.3100	2,000.00
				Vendor The Gaboton Group, LLC Total:	**2,000.00**
Vendor: The Mower Depot, Inc.					
The Mower Depot, Inc.	474793	08/14/2025	Weedeaters	001-0541-541.5264	1,079.98
The Mower Depot, Inc.	474853	08/14/2025	Misc Equipment	001-0541-541.5264	215.86
The Mower Depot, Inc.	475607	08/14/2025	Misc Equip Repair	001-0541-541.4640	363.74
				Vendor The Mower Depot, Inc. Total:	**1,659.58**
Vendor: UniFirst Corporation					
UniFirst Corporation	3231121410	08/14/2025	PD Uniforms	001-0521-521.3400	13.98
UniFirst Corporation	3231119308	08/14/2025	PD Uniforms	001-0521-521.3400	13.98
UniFirst Corporation	3231122257	08/14/2025	PD Uniforms	001-0521-521.3400	13.98
UniFirst Corporation	3231123206	08/14/2025	PD Uniforms	001-0521-521.3400	13.98
UniFirst Corporation	3231120430	08/14/2025	PD Uniforms	001-0521-521.3400	14.41
				Vendor UniFirst Corporation Total:	**70.33**
Vendor: USA Services of Florida Inc					
USA Services of Florida Inc	FL1226607	08/13/2025	STREET SWEEPING SERVICE	001-0538-538.3400	1,300.00
				Vendor USA Services of Florida Inc Total:	**1,300.00**
Vendor: Verizon Connect Fleet USA, LLC					
Verizon Connect Fleet USA, L...	334000067140	08/14/2025	Service Period 7.01-7.31.25	001-0524-524.4100	46.60
Verizon Connect Fleet USA, L...	334000067140	08/14/2025	Service Period 7.01-7.31.25	001-0572-572.4100	56.85
Verizon Connect Fleet USA, L...	334000067140	08/14/2025	Service Period 7.01-7.31.25	401-0533-533.4100	9.48
Verizon Connect Fleet USA, L...	334000067140	08/14/2025	Service Period 7.01-7.31.25	402-0534-534.4100	279.60
Verizon Connect Fleet USA, L...	334000067140	08/14/2025	Service Period 7.01-7.31.25	404-0535-535.4100	9.47
				Vendor Verizon Connect Fleet USA, LLC Total:	**402.00**
Vendor: Vose Law Firm, LLP					
Vose Law Firm, LLP	3124	08/14/2025	July 2025 Legal Fees	001-0514-514.3102	7,000.00
Vose Law Firm, LLP	3124	08/14/2025	July 2025 Legal Fees	001-0524-524.3102	500.00
				Vendor Vose Law Firm, LLP Total:	**7,500.00**
Vendor: Waste Management Inc. of Flagler Transfer Station					
Waste Management Inc. of F...	0000409-4636-0	08/14/2025	Service Period 7.01-7.31.25	402-0534-534.3400	2,606.28
Waste Management Inc. of F...	0000409-4636-0	08/14/2025	Service Period 7.01-7.31.25	404-0535-535.4900	131.50
Waste Management Inc. of F...	0001412-4636-3	08/14/2025	Service Period 7.01-7.31.25	402-0534-534.3400	21,922.11
Waste Management Inc. of F...	0001412-4636-3	08/14/2025	Service Period 7.01-7.31.25	404-0535-535.4900	1,222.59
				Vendor Waste Management Inc. of Flagler Transfer Station Total:	**25,882.48**
				Grand Total:	**568,952.82**

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	378,273.51
118 - BUILDING DEPT FUND	5,635.11
401 - WATER	71,186.62
402 - SOLID WASTE	26,335.17
404 - SEWER	87,522.41
Grand Total:	**568,952.82**

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.3100	Professional Services Ex...	2,000.00
001-0512-512.3300	Recording Fees	27.00
001-0512-512.3400	Other Contracted Servic...	167.24
001-0512-512.4900	Other Current Chgs & Ob...	55.00
001-0513-513.3400	Other Contract Services	17.25
001-0513-513.5100	Office Supplies Expense	63.78
001-0514-514.3102	Legal Services	7,000.00
001-0519-519.3100	Professional Services	600.00
001-0519-519.4300	Utilities	927.94
001-0519-519.4900	Other Current Charges	612.00
001-0519-519.6200	Buildings & Improvemen...	1,500.00
001-0521-521.3400	Other Contract Services	1,138.78
001-0521-521.4400	Rental / Lease Expense	16,661.30
001-0521-521.4620	Repair / Maint - Vehicles	540.90
001-0521-521.4900	Other Current Chgs & Ob...	2,272.65
001-0521-521.5100	Office Supplies Expenses	48.90
001-0521-521.5200	Operating Supplies	53,575.50
001-0521-521.5220	Uniforms Exp	18.79
001-0524-524.3102	Legal Services	500.00
001-0524-524.3300	Recording Fees	217.00
001-0524-524.3400	Other Contract Services	3,602.21
001-0524-524.4100	Communications Expense	46.60
001-0524-524.4400	Rental / Lease Expense	29.52
001-0524-524.4620	Repair / Maint - Vehicles	18.57
001-0524-524.4800	Advertising / Promo Exp...	435.00
001-0536-541.5100	Office Supplies	73.28
001-0538-538.3400	Other Contract Services	1,300.00
001-0538-538.6300	Improvements - Other T...	268,042.45
001-0541-541.4300	Utility - Public Services	934.68
001-0541-541.4400	Rental / Lease Expense	-7,324.05
001-0541-541.4620	Repair / Maint - Vehicles	239.04
001-0541-541.4640	Equipment Repair & Mai...	1,543.70
001-0541-541.4900	Other Current Chgs & Ob...	205.00
001-0541-541.5200	Operating Supplies	339.44
001-0541-541.5264	Small Equipment Purcha...	1,295.84
001-0541-541.5300	Road Repair Local Option..	3,024.00
001-0549-549.4400	Rentals & Leases	3,153.63
001-0549-549.4620	Repair/Maint - Vehicles	65.87
001-0562-562.3402	Humane Society Contract	2,352.74
001-0572-572.4100	Communications Expense	56.85
001-0572-572.4300	Utility - Public Services	1,767.71
001-0572-572.4400	Rental / Lease Expense	1,185.11
001-0572-572.4620	Repair / Maint - Vehicles	192.01
001-0572-572.4640	Repair/Maint - Equipme...	857.25
001-2027000	Due to ICMA	250.00
001-2050000	Retainage Payable	-36,440.07
001-2184000	Med/Health Employee Li...	41,008.66
001-2184500	Retiree Medical	1,949.44
001-2201000	Deposits Paybl - Facility ...	150.00
001-3475300	Facility Rental Service Fee	-25.00

Account Summary

Account Number	Account Name	Expense Amount
118-0524-524.3401	Bldg/Fire Inspection Exp...	5,587.00
118-0524-524.4400	Rental/Lease Expense	29.52
118-0524-524.4620	Repair/Maint - Vehicles	18.59
401-0533-533.3401	Other Contract Services	1,143.82
401-0533-533.4100	Communications Expense	399.48
401-0533-533.4300	Utility - Public Services	310.62
401-0533-533.4400	Rental / Lease Expense	1,300.08
401-0533-533.4600	Repair / Maint - Service	800.00
401-0533-533.4620	Repair / Maint - Vehicles	4,283.53
401-0533-533.5205	Operating Supplies Exp -...	9,897.66
401-0533-533.5220	Uniforms Exp	489.98
401-0533-533.5264	Small Equipment Purcha...	1,402.75
401-0533-533.5265	Tools	60.28
401-0533-533.6300	Improvements - Other T...	51,098.42
402-0534-534.3400	Other Contract Services -...	24,528.39
402-0534-534.4100	Communications - Solid...	405.60
402-0534-534.4400	Rental/Lease - Solid Was...	916.95
402-0534-534.4620	Repair/Maint Vehicles - ...	484.23
404-0535-535.3400	Other Contractual Servic...	7,915.56
404-0535-535.4100	Communications	138.36
404-0535-535.4300	Utilities	1,539.55
404-0535-535.4400	Rentals/Leases	1,265.92
404-0535-535.4620	Repairs & Maint. - Vehicl...	3,938.63
404-0535-535.4900	Other Current Charges &...	1,354.09
404-0535-535.5200	Operating Supplies	4,827.50
404-0535-535.5220	Uniforms	608.18
404-0535-535.5264	Small Equipment	2,213.37
404-0535-535.6200	Buildings	63,023.75
404-0535-535.6300	Improvements Other Th...	697.50
	Grand Total:	**568,952.82**

Project Account Summary

Project Account Key		Expense Amount
None		185,490.70
40105335336300		51,098.42
CDBG-Hymon Grant		268,042.45
City Hall Design		600.00
WSD2503		697.50
WWTP Construction		63,023.75
	Grand Total:	**568,952.82**

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER

Crossroads of Flagler County

COMMISSIONERS:

PETE YOUNG

DAVID ATKINSON

DEAN SECHRIST

BUNNELL CITY COMMISSION MEETING MINUTES

Monday, August 11, 2025
7:00 PM
1769 East Moody Boulevard (GSB),
Board Chambers
Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag
Mayor Robinson called the meeting to order at 7:00 PM and led the Pledge of Allegiance.

Roll Call: Mayor Catherine D. Robinson; Vice Mayor John Rogers; Commissioner Pete Young; Commissioner Dean Sechrist; City Attorney Paul Waters; City Manager Alvin Jackson, Jr.; Community Development Director Joe Parsons; Chief David Brannon; Infrastructure Director Dustin Vost; Finance Director Kristi Moss; City Clerk Kristen Bates; Deputy City Clerk Donnie Wines
Excused: Commissioner David Atkinson

Invocation for our Military Troops and National Leaders
Pastor Hobbs led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations:
B.1. Presentation: Master Municipal Clerk Certification to City Clerk Bates
Gwen Peirce with the Florida Association of City Clerk's discussed the requirements for the certification, and presented Clerk Bates with her Master Municipal Clerk Certification.

B.2. Presentation: Swearing-in New Police Officer
Chief Brannon introduced Officer Sean Schlobohm to the City Commission and administered the oath of office.

C. Consent Agenda:
C.1. Approval of Warrant
a. August 11, 2025 Warrant
C.2. Approval of Minutes
a. July 28, 2025 City Commission Meeting Minutes
C.3. Request approval of Contract Amendment Two with the Vose Law Firm for City Legal Services.
C.4. Request approval to send a letter of appreciation to former PZA Board Member Carl Lilavois.
C.5. Request approval of the City's Drinking Water Annual Fee Waiver.
** Item C3 was pulled from the Agenda by Vice Mayor Rogers*
Motion: Approve the Consent items 1, 2, 4, and 5.

Motion by: Commissioner Young
Second by: Commissioner Sechrist
Board discussion: None
Public discussion: None
Vote: Motion approved unanimously.

C.3. Request approval of Contract Amendment Two with the Vose Law Firm for City Legal Services.

Vice Mayor Rogers wanted to take a minute to thank the Vose Law Firm. They have been the City Attorney since 2013, and they have not changed their rate in all that time. Vice Mayor Rogers praised all the attorneys the firm has and is grateful for their attentiveness and willingness to discuss issues at any time; it is more like having an attorney on staff than a contract employee. Mayor Robinson echoed appreciation for the services the firm provides

Motion: Approve Consent item C.3.
Motion by: Vice Mayor Rogers
Second by: Commissioner Young
Board discussion: None
Public discussion: None
Vote: Motion approved unanimously

D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

Susie Worley (1860 Black Point Rd, Unincorporated Flagler County) – Stated she had to give a shout out to Joe and Adrian in Community Development as they have answered every question, provided documents, whenever asked. She went on to discuss the proposed Reserve at Haw Creek project. She expressed concerns about Parcels K and B. She does not believe the developer has made any change over what was previously submitted.

Savannah Brinkworth **(**375 County Rd 140, Unincorporated Flagler County) – stated she received new documents for the proposed Reserve at Haw Creek development this evening and admitted she just did a quick review before this meeting. She stated she has not seen any meaningful changes to the documents; there is not a significant enough reduction in the total number of units. She restated her claim the entire project is incompatible for the entire City of Bunnell and focused particularly on Phase 3 of the project. She told the Commission this item should be denied when it is heard again.

Gail Walton (660 E. Black Point Rd, Unincorporated Flagler County) – spoke to the proposed Reserve at Haw Creek project and stated she is concerned with the nonsensical placement of high density homes next to two 5 acre parcels in Flagler County. We do not want or need a humongous development like this. They have a proposed road approximately 100 feet from, and parallel to my driveway; it is going to be a traffic nightmare. She advised she feels no one wants a 40-foot-wide lot and expressed her on-going concern that all the children in the neighborhood will trespass on people's property and "mess" with any animals on private property such as her horses.

Judy Long (1681 Aspen St Unincorporated Flagler County) – stated she doesn't understand the Reserve at Haw Creek project and reported no person in Bunnell wants this to happen. The people who oppose this project already got the project voted down and they should not be allowed to bring it back. She stated this project will only destroy our way of living.

Attorney Waters reiterated the options available to the applicant after the first review of the PUD Agreement failed; the applicant is within their right to request reconsideration.

E. Ordinances: (Legislative): None

F. Resolutions: (Legislative):

F.1. Resolution 2025-07 Designation of Administrative Authority for Plat Approvals
Attorney Waters read the short title into the record and presented the item to the Board.
Motion: Adopt Resolution 2025-07 Designation of Administrative Authority for Plat Approvals.
Motion by: Commissioner Young
Second by: Commissioner Sechrist
Board discussion: Vice Mayor Rogers confirmed this is strictly for plats. Attorney Waters confirmed and indicated this came out of the Senate Bill 180 legislation. He also indicated in the last 5 years the City has processed 6 or 7 plats. Vice Mayor Rogers is against as the legislation is taking away home rule.
Public discussion: None
Vote: Motion passed 3 to 1
Yea: Mayor Robinson; Commissioner Young; Commissioner Sechrist
Nay: Vice Mayor Rogers

G. Old Business: None

H. New Business: None

I. Reports:

- **City Clerk –** Reminded all of Budget Workshop on August 21st at 6:00pm. The August meetings will continue to be held in the GSB Chamber. The dedication of the new building ceremony is scheduled for August 27th.
- **Police Chief –** Presented his monthly report.
- **City Attorney –** Thanked the Board for the kind words, and states it is a pleasure and an honor to server the City of Bunnell. He went on to further clarify Senate Bill 180.
- **City Manager –** Reminded all of the Commerce Parkway Ribbon cutting on August 29th at 8:30 AM. Congressman Randy Fine is having a meet and greet at Craig Flagler Palms Funeral Home this week.
- **Mayor and City Commissioners:**
  - **Vice Mayor Rogers –** City of Palm Coast, and Flagler County are putting together a task force on the building of an Animal Control building. The City should have a seat at that table.
  - **Commissioner Sechrist –** None
  - **Commissioner Young –** Thanked staff for all the work in putting on the meetings. Congratulated Clerk Bates on her certification. And thanked the attendees for coming out and staying with the City.
  - **Mayor Robinson –** She attended the Legislative Breakfast put on by the Chamber of Commerce; it was a good meeting. She thanked the staff for all the hard work as well.

J. Call for Adjournment.
Motion: Adjourn

Motion by: Vice Mayor Rogers
Second by: Commissioner Young
Vote: Motion approved unanimously 7:57 PM.

_____	_____
Catherine D. Robinson, Mayor	Kristen Bates, CMC, City Clerk
_____	_____
Date	Date

*****The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule*****

City of Bunnell, Florida

Agenda Item No. C.3.

Department: Infrastructure
Subject: Request approval of Utility Easement to Florida Power & Light Company (FPL) for Installation of Electric Facilities at 200 Tolman Street as part of the ongoing WWTF Upgrades and Expansion Project
Agenda Section: Consent Agenda:

ATTACHMENTS:
Description
200 TOLMAN ST - EASEMENT COVER LETTER- ADA.pdf
200 TOLMAN ST - EASEMENT-ADA.pdf
Exhibit A-FPL UTILITY EASEMENT DETAIL- ADA.pdf
Underground Distribution Facilities Installation Agreement- ADA.pdf
Specifications for Precast Transformer Location- ADA.pdf

Summary/Highlights:

Summary/Highlights: The City of Bunnell has received a request from Florida Power & Light (FPL) for a utility easement across a portion of City-owned property located at 200 Tolman Street. The easement is required to allow FPL to install, operate, and maintain overhead and/or underground electric service facilities, including a precast transformer pad, to support utility service needs at the Wastewater Treatment Facility.

· The easement area is legally described in **Exhibit "A"** of the attached agreement.

· The easement is non-exclusive and allows access for installation and maintenance of electric infrastructure.

· Execution and recording of the easement is required before FPL will energize service to the site.

· There is no cost to the City, aside from minimal recording fees.

Background:

As part of site improvements and operational support at 200 Tolman Street, the City coordinated with FPL to establish permanent electric service infrastructure. In accordance with FPL's standard easement process, the City must execute and record a utility easement prior to installation and energization of service.

The easement document (FPL Form 3722) and legal description of the easement area have been reviewed by staff. The transformer location and easement layout have been coordinated and verified with the site contractor and FPL's engineering staff. A precast transformer pad specification is included as part of the supporting documentation.

Failure to return the executed easement could result in delays to scheduled electric service connections for critical City operations at this site.

Staff Recommendation:

Staff recommends that the City Commission:

Approve the Utility Easement with Florida Power & Light Company for the installation of electric facilities at 200 Tolman Street

City Attorney Review:

Approved for agenda

Finance Department Review/Recommendation:

Request approval of Utility Easement to Florida Power & Light Company (FPL) for Installation of Electric Facilities at 200 Tolman Street as part of the ongoing WWTF Upgrades and Expansion Project

City Manager Review/Recommendation:

Approved.

Florida Power & Light Company

May 15, 2025

PC CONSTRUCTION
(754)220-4248
18 MARKET AVE
PALM COAST, FL 32164

RE: Easement for FPL Facilities

Dear: PC CONSTRUCTION

Enclosed is the easement form required by FPL to provide electric service to the above referenced facility. Please complete the instrument according to the following instructions. DESCRIBE, EXECUTE and RECORD the easement and return the recorded original to me. This easement needs to be returned to FPL prior to energizing your proposed facility. Failure to do so could delay the timely installation of your electric facilities.

Parcel I. D. #: Enter Parcel I. D. # in the upper left portion of the easement form.

Describe Easement:
Use the blank area in the middle of the form to describe the easement. If additional space is required, an Exhibit "A" attached as a 2nd sheet to the instrument may be used. Metes & bounds may be used but a center line description is most common. A pictorial view of the easement may also be attached as an Exhibit "A". If Exhibit "A" type description is used, the middle of the form needs to show "See Exhibit "A" ("Easement Area")".Easements are usually 10' in width for underground and 20' in width for overhead with the FPL facilities installed along the centerline of the easement. **FPL recommends that the easement be described by a surveyor to ensure the description is accurate and correctly describes the easement area.**

Signing and Witnessing:

A. **For Individuals:** All persons shown on the deed must sign the easement. Enter date in space provided. Sign on the indicated lines on the right side in the presence of two (2) separate witnesses, who sign on the lines to the left, and a notary public who completes the acknowledgement forms as described below. The notary public may be one of the witnesses and if so must sign at the left in the space provided.

B. **For Businesses:** Enter date in space provided. The President, or Vice-President sign on lines indicated on the right, filling in their title below, in the presence of two (2) separate witnesses, who sign on the lines to the left, and a notary public who completes the acknowledgement forms as described below. The corporate seal must be affixed adjacent to the officer's signatures.

Acknowledgements:
The notary public should legibly fill in all blanks, including state and county of execution, names of individuals or officers signing and their titles, state or county where empowered to act, expiration date of commission, fill in the date, sign on line provided, and affix seal adjacent to the signature of the notary public.

Record the Easement:
If there are any questions with regards to the easement, please call me prior to recording the easement. Have the easement **Recorded** at the Flagler County Courthouse, only the original **unaltered** FPL standard easement form (form 3722) will be accepted by FPL.

If you have any questions, please call me at 386-586-6429.

Sincerely,

QUINN COCHRAN
Construction Services

Work Request No. 13461408

Sec.15, Twp 12, Rge 30

Parcel I.D.10-12-30-0850-02150-0000
(Maintained by County Appraiser)

EASEMENT (BUSINESS)

This Instrument Prepared By

Name: QUINN COCHRAN
Co. Name: FPL
Address: 5910 E HIGHWAY 100
PALM COAST, FL 32164

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

_____
(Witness' Signature)

Print Name: _____
(Witness)

Print Address: _____
_____

_____
(Witness' Signature)

Print Name: _____
(Witness)

Print Address: _____
_____

CITY OF BUNNELL

By: _____

Print Name: _____

Print Title: _____

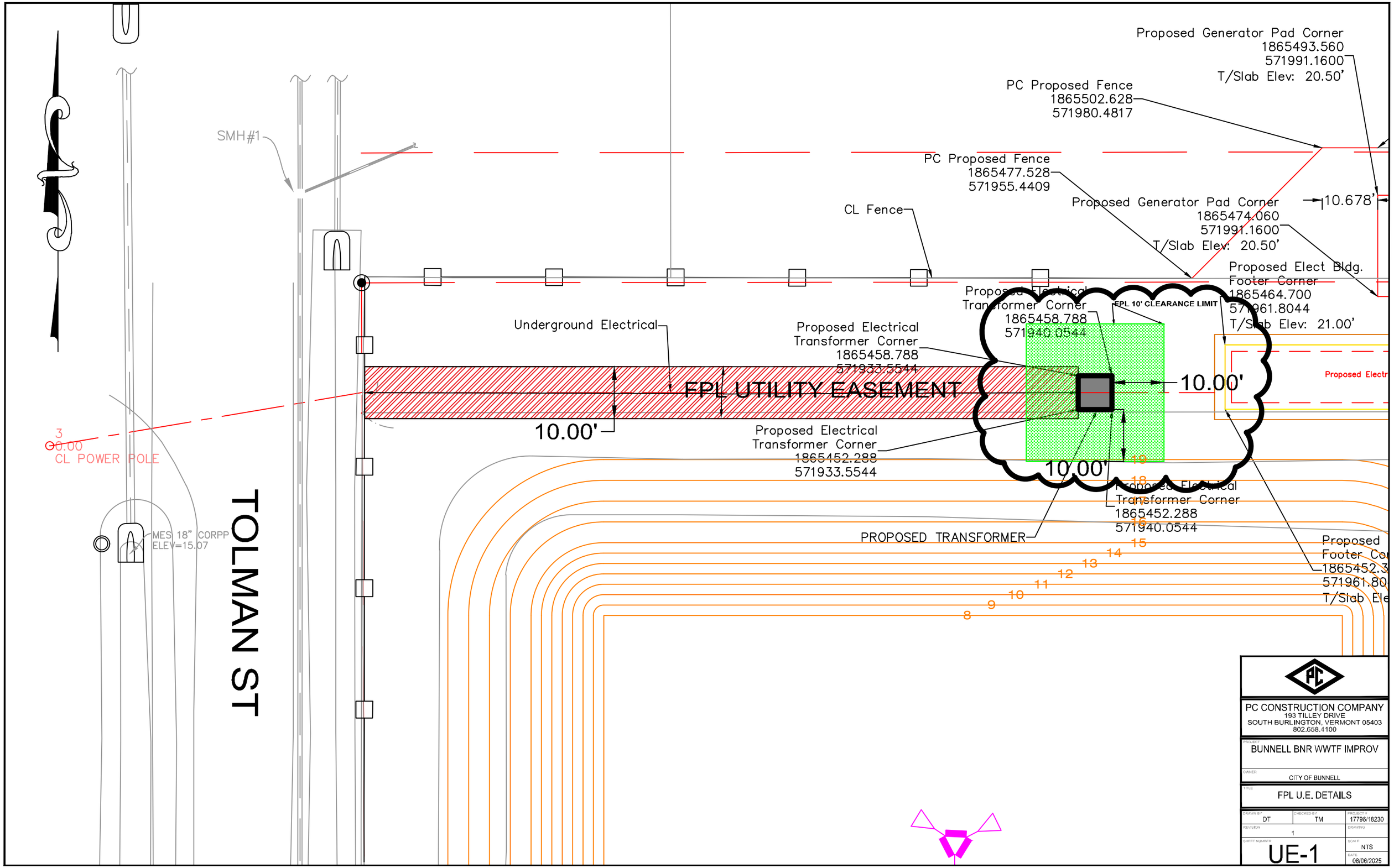
Print Address: _____
_____

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] on-line notarization, this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

_____
Notary Public, Signature

Print Name _____



PC CONSTRUCTION COMPANY
193 TILLEY DRIVE
SOUTH BURLINGTON, VERMONT 05403
802.658.4100

PROJECT: BUNNELL BNR WWTF IMPROV

OWNER: CITY OF BUNNELL

TITLE: FPL U.E. DETAILS

DRAWN BY	CHECKED BY	PROJECT #
DT	TM	17796/18230
REVISION: 1		DRAWING
SHEET NUMBER: UE-1	SCALE: NTS	DATE: 08/06/2025

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 29TH day of May, 2025 by and between City of Bunnell (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as 200 Tolman ST located in BunnellFlorida.
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of $7,049.80 (the total Contribution) to cover the differential cost between an underground and an overhead system This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.

2. That a credit of $80.03 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be $6,969.77

3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.

4. That the Contribution provides for 277/480-volt, 3 phase underground electrical service with facilities located on private property in easements as required by FPL. The Contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.

5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

   If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

   Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.

   a) The Customer shall furnish FPL a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared, as required by FPL.

   b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.

   c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the Customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.

7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:

   a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,

   b) A construction schedule,

   c) An estimate of when electric service will be required, and

   d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plats provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.

8. Prior to FPL construction pursuant to this agreement, the Customer shall:

   a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.

   b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.

d) Provide sufficient and timely advance notice (60 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.

e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.

f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.

9. FPL shall:

a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.

b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.

c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.

10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:	Accepted:
_____	_____
For FPL (Date)	Customer (Date)
	_____
	Witness (Date)
	_____
	Witness (Date)

SPECIFICATIONS FOR PRECAST TRANSFORMER LOCATION

WORK REQUEST NO.13461408 DATE: May 29, 2025

NAME OF CUSTOMER: City of Bunnell

ADDRESS: 200 Tolman ST

FPL REPRESENTATIVE: QUINN COCHRAN
SECONDARY DELIVERY VOLTAGE 277/480 VOLT Wye, Three PHASE, Four WIRE

CUSTOMER AGREES TO:

1. GENERAL:

   1.1 PROVIDE A SUITABLE LOCATION, COMPACTED AND LEVEL TO 3" BELOW FINAL GRADE, FOR FPL TRANSFORMER PAD AND INSTALL SECONDARY/SERVICE FROM PAD TO BUILDING AS SPECIFIED ON THE ATTACHED EXHIBIT "A" AND AS OUTLINED BELOW.
   1.2 IT IS FURTHER UNDERSTOOD AND AGREED THAT SUBSEQUENT RELOCATION OR REPAIR OF THE FPL SYSTEM, ONCE INSTALLED, WILL BE PAID BY THE CUSTOMER IF SAID RELOCATION OR REPAIR IS A RESULT OF A CHANGE IN THE LAYOUT OR GRADING BY THE CUSTOMER OR ANY OF THE CUSTOMER'S CONTRACTORS OF SUBCONTRACTORS FROM THE TIME THE UNDERGROUND FACILITIES WERE INSTALLED; AND THAT SUBSEQUENT REPAIR TO FPL'S SYSTEM, ONCE INSTALLED, WILL BE PAID BY THE CUSTOMER IF SAID REPAIR IS A RESULT OF DAMAGE CAUSED BY THE CUSTOMER OR ANY OF THE CUSTOMER'S CONTRACTORS OR SUBCONTRACTORS.
   1.3 NOTIFY GENERAL CONTRACTOR, ELECTRICAL CONTRACTOR AND APPLIANCE SUPPLIERS OF THE SERVICE VOLTAGE TO BE SUPPLIED BY FPL.

2. EASEMENTS:

   PROVIDE FPL WITH GOOD AND SUFFICIENT RECORDED EASEMENTS, INCLUDING LEGAL DESCRIPTIONS AND SURVEY WORK TO PRODUCE SUCH EASEMENTS,FOR THE INSTALLATION AND MAINTENANCE OF ITS ELECTRIC DISTRIBUTION FACILITIES MUST BE GRANTED OR OBTAINED, AT NO COST TO FPL, PRIOR TO FPL'S ENERGIZING ITS FACILITIES.

3. SITE REQUIREMENTS:

   3.1 GRADE: WITHIN THE EASEMENT, FILL OR CUT TO WITHIN 6" OF FINAL GRADE, PROVIDE GRADE STAKES AND CLEAR EASEMENT OF TREES, STUMPS, CONSTRUCTION MATERIALS, AND OTHER OBSTACLES BEFORE AND DURING CONSTRUCTION BY FPL OR FPL CONTRACTORS.
   3.2 COMPACTION: AFTER FPL OR ITS CONTRACTOR HAS BACKFILLED THE TRENCH USING ROUGH-GRADING TECHNIQUES, THE CUSTOMER IS RESPONSIBLE FOR PROVIDNG COMPACTION OR OTHER SPECIAL BACKFILL. FPL WILL NOT BE RESPONSIBLE FOR SETTLING OF THE TRENCH ROUTE.
   3.3 PLANS: PROVIDE FPL WITH LOCATION AND DEPTH INFORMATION AND/OR DRAWINGS OF ALL EXISTING OR PROPOSED UNDERGROUND FACILITIES ON THE CUSTOMER'S PROPERTY. LOCATE OR EXPOSE UNDERGROUND FACILITIES WHEN REQUESTED BY FPL.
   3.4 NOTIFICATION: PROVIDE FPL WITH AT LEAST THREE (3) WEEKS NOTICE PRIOR TO THE COMMENCEMENT OF PAVING, LANDSCAPING, SODDING, SPRINKLER SYSTEMS AND OTHER SURFACE WORK. CUSTOMER WILL BEAR THE COST OF RESTORING THESE OBSTRUCTIONS TO THEIR ORIGINAL CONDITION IF ABOVE NOTICE IS NOT PROVIDED.

4. TRANSFORMER PAD LOCATION:

   4.1 LOCATION: PAD WILL BE INSTALLED AT GRADE LEVEL AND LOCATED Pad location. SEE EXHIBIT "A" FOR EXACT LOCATION OF PRECAST CONCRETE PADS, HANDHOLES, AND CONDUIT TRENCHES.

4.2 CLEARANCES: A MINIMUM CLEARANCE OF THREE (3) FEET MUST BE MAINTAINED AT SIDES AND REAR OF TRANSFORMER PAD AND EIGHT (8) FEET IN FRONT OF PAD AS SHOWN ON THE ATTACHED DRAWING

DCS UN-21. THIS CLEARANCE APPLIES TO ALL TYPES OF OBSTRUCTIONS INCLUDING LANDSCAPING AND FENCES.

4.3 PROTECTION: PROVIDE AND INSTALL CURBS AND/OR PROTECTIVE BARRIERS, WHEN REQUIRED, AS DETAILED ON DCS UN-21, AFTER THE INSTALLATION OF CONCRETE PADS AND TRANSFORMERS. CURBS AND/OR BARRIERS MUST BE IN PLACE PRIOR TO FPL ENERGIZING THE SERVICE.

4.4 FOUNDATION: PROVIDE A LEVEL AND COMPACTED BASE OF CLEAN FILL FOR FPL PAD. COMPACTED AREA MUST BE LARGER THAN THE PAD, AS DETAILED ON EXHIBIT "A" AND THE ATTACHED DRAWINGS. AREA DRAINAGE MUST BE AWAY FROM PAD.

5. CT METERING:

WHEN METERING CURRENT TRANSFORMERS (CT'S) ARE REQUIRED, THEY WILL BE LOCATED AS SPECIFIED ON THE ATTACHED EXHIBIT "A" AND INSTALLED BY FPL. THE CUSTOMER WILL PROVIDE AND INSTALL A 1-1/2 INCH GALVANIZED OR SCHEDULE 80 PVC CONDUIT FROM THE METER CABINET TO THE LOCATION OF THE CT'S. CONDUIT RUN IS NOT TO EXCEED 10 FEET IN LENGTH BETWEEN CT'S AND METER WITH NO MORE THAN TWO 90 DEGREE BENDS UNLESS PRE-APPROVED BY FPL. CONDUIT PULL OUTLET BOXES (LB'S) ARE NOT USED.

6. SSDR METERING:

IF SOLID STATE DATE RECEIVING (SSDR) METERING IS REQUIRED, THE CUSTOMER WILL PROVIDE AND INSTALL FACILITIES FOR THE SSDR METERING EQUIPMENT AS DETAILED ON THE ATTACHED "CUSTOMER REQUIREMENTS FOR SSDR METERING EQUIPMENT" SHEET.

7. CUSTOMER SERVICE ENTRANCE:

7.1 GENERAL: PROVIDE AND INSTALL SECONDARY/SERVICE TO PADMOUNTED TRANSFORMER FROM ELECTRICAL EQUIPMENT/METER ROOM.

7.2 CONDUITS: THE MAXIMUM CROSS SECTIONAL AREA TO BE OCCUPIED BY THE CUSTOMER'S SERVICE CONDUITS, IS LIMITED TO THE AREA GIVEN IN THE ATTACHED EXHIBIT "A". TERMINATE CONDUITS IN PAD AT THREE INCHES ABOVE FINAL GRADE. ALL CONDUITS FOR FUTURE SERVICES MUST BE INSTALLED AT THIS TIME.

7.3 CONDUCTOR: THE SERVICE CONDUCTORS ARE TO BE LIMITED TO A MAXIMUM OF EIGHT (8) PER PHASE AT EACH TRANSFORMER. PROVIDE a FEET OF CABLE PER LIGHTING LEG AND NEUTRAL (AND 20 FEET OF CABLE PER HI-LEG FOR 120/240V 3 PHASE SERVICE) BEYOND CONDUITS FOR CONNECTION TO FPL FACILITIES IN TRANSFORMER COMPARTMENT. MAXIMUM SIZE OF CONDUCTOR IS 750AL.

7.4 CONDUCTOR INSTALLATION: THE SERVICE CABLES SHALL NOT BE INSTALLED BEFORE THE CONCRETE TRANSFORMER PAD HAS BEEN SET IN PLACE.

FPL AGREES TO:

1. PROVIDE PRIMARY CONDUIT, CONCRETE PADS, PADMOUNTED TRANSFORMERS, AND PRIMARY CABLE.
2. PROVIDE AND INSTALL GROUND RODS AT PADS.
3. PROVIDE ELECTRONIC MARKERS FOR CUSTOMER'S INSTALLATION WHEN REQUIRED.
4. CONNECT CUSTOMER'S SERVICE CABLES TO FPL FACILITIES IN TRANSFORMER COMPARTMENT.
5. PROVIDE AND INSTALL METERING WIRING BETWEEN METER CABINET AND CT'S WHERE APPLICABLE.
6. MAINTAIN ALL EQUIPMENT AND MATERIAL INSTALLED BY FPL.

IMPORTANT:

THIS SPECIFICATION IS BASED ON THE CUSTOMER'S SUBMITTED PLANS AND ANY CHANGES IN THESE PLANS MAY RESULT IN ADDITIONAL COSTS, WHICH THE CUSTOMER AGREES TO PAY. WHEN REQUIRED, THE CUSTOMER AGREES TO PAY A CONTRIBUTION FOR THE DIFFERENTIAL COST BETWEEN OVERHEAD AND UNDERGROUND SERVICE. THE AGREEMENT AND REQUIREMENTS AS OUTLINED IN THIS SPECIFICATION, EXHIBIT "A", AND ALL ATTACHMENTS MUST BE ADHERED TO. ANY NON-CONFORMANCE OR CHANGES MAY RESULT IN DELAYS UNTIL THESE SPECIFICATIONS ARE MET.

ANY CHANGES OR VARIATIONS FROM THESE SPECIFICATIONS MUST BE SUBMITTED TO AND APPROVED BY FPL IN WRITING.

ACCEPTANCE OF SPECIFICATIONS:

I HEREBY CERTIFY THAT I AM AUTHORIZED TO ACCEPT THESE SPECIFICATIONS ON BEHALF OF THE CUSTOMER AND THAT I WILL DELIVER A COPY OF THESE SPECIFICATIONS TO THE CUSTOMER AND ALL AFFECTED CONTRACTORS:

REPRESENTING THE CUSTOMER:

NAME: _____

TITLE: _____

TELEPHONE NUMBER: ( ) _____

SIGNATURE: _____

I HEREBY CERTIFY THAT I AM AUTHORIZED TO ACCEPT THESE SPECIFICATIONS ON BEHALF OF FPL:

REPRESENTING THE FPL:

NAME: _____ TITLE:

TELEPHONE NUMBER: _____

SIGNATURE: _____

City of Bunnell, Florida

Agenda Item No. C.4.

Document Date:	08/25/2025	Amount:	n/a
Department:	Infrastructure	Account #:	n/a
Subject:	Ferguson Mutual Consent Agreement Renewal		
Agenda Section:	Consent Agenda:		

ATTACHMENTS:

Description

01 ADA Signed Ferguson Mutual Consent Agreement 2023-20.pdf
02 ADA VC Water & Sewer Renewal - Exp 02.02.26.pdf
03 ADA Ferguson Vol-Cont- Stormwater Expiring 9-10-26.pdf
04 ADA VCPlumbingMA2025renewal.pdf

Summary/Highlights:

The Infrastructure Department utilizes Ferguson Waterworks for water and sewer underground piping, fittings, meters and miscellaneous utility items.

Background:

The Infrastructure Department is requesting approval to renew piggyback Volusia County Contract # 22-B-95MC for discount pricing.

Staff Recommendation:

Approve request to renew piggyback Volusia County Contract # 22-B-95MC to purchase from Ferguson Waterworks for water and sewer underground piping, fittings, meters and miscellaneous items.

City Attorney Review:

Approved for agenda

Finance Department Review/Recommendation:

Approve request to renew piggyback Volusia County Contract # 22-B-95MC to purchase from Ferguson Waterworks for water and sewer underground piping, fittings, meters and miscellaneous items.

City Manager Review/Recommendation:

Approved.

CONTRACT NO. 2023-20

FIRST AMENDMENT TO LETTER AGREEMENT FOR WATER AND SEWER SUPPLIES BETWEEN FERGUSON ENTERPRISES, INC. AND CITY OF BUNNELL, FLORIDA

THIS FIRST AMENDMENT is made on this 11th day of August 2025 to the Letter Agreement ("Agreement") entered into by and between Ferugson Enterprises LLC. (Ferguson Waterworks), a limited liability company authorized to do business in the State of Florida, ("Contractor"), 12500 Jefferson Avenue, Newport News, VA 23602-4314, and the City of Bunnell ("City of Bunnell"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 2400 Commerce Parkway Bunnell, Florida 32110, effective as of August 2, 2022.

WHEREAS, 22-B-95MC Water and Sewer Supplies ("Contract No. 22-B-95MC") with the Volusia County, Florida effective on August 2, 2022; and

WHEREAS, Volusia County is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

WHEREAS, City of Bunnell continues to be in need of water and sewer underground piping, fittings, and miscellaneous items similar to the services Contractor is providing to Volusia County, which would allow the city to maintain the water and sewer systems; and

WHEREAS, Section 2-118(b) of the City of Bunnell Code of Ordinances provides that when it is in the best interest of the City, the City may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency's procurement complies with the City of Bunnell's competitive bid policy; and

WHEREAS, the Bunnell City Commission finds Contract No. 22-B-95MC was competitively bid with procedural guarantees of fairness and competitiveness equivalent to those of the City of Bunnell; 2) the Contractor authorized the City to "piggyback" on the competitive pricing provided to the Volusia County in Contract No. 22-B-95MC; and 3) it is in the best interest of the residents of the City to enter into an agreement with Contractor containing similar terms and conditions as contained in Contract No. 22-B-95MC; and

WHEREAS, the parties agreed and consented to "piggyback" on the rates/prices and terms and conditions in Contract, including all attachments, addenda, unit prices, and all other applicable documents; and

WHEREAS, although the term of the executed Agreement is due to expire on August 2, 2027, the Agreement also includes an option for the City to extend the term for 2 additional 1-year periods; and

WHEREAS, due to Contractors past performance, the City desires to exercise one of two options to extend the term of the Agreement for an additional year.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and constitute the material basis for this Amendment. Said recitals are hereby ratified and made a part of this Amendment Agreement.
2. **Renewal.** The Agreement is hereby renewed and extended August 2, 2026, by this First Amendment.
3. **Amendment.** The Agreement is hereby amended to include the following provision: **Price increase due to tariffs.** The contractor affirmatively states in Attachment 1, due to the significant increase in Global Supply costs from recent tariff actions, each manufacturer's unique business will face an increase in price. These will be implemented in the form of multiplier adjustments, listed in the attachment. Ferguson continues to provide competitive quotes based on current market conditions, though these quotes may change due to manufacturer price increases.
4. All remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the August 2nd, 2022, agreement, remain in full force and effect.

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[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Ferguson Enterprises LLC

Rob Pinkston

Print Name: Rob Pinkston

Title: Area Sales Manager

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of July, 2025, by Rob Pinkston of Ferguson Enterprises, LLC a Virginia corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Holly J. Kinas

Signature of Notary Public - State of Florida

Holly Kinas
Printed/Typed/Stamped Name of Notary
My commission expires: 6-18-27

HOLLY S. KINAS
MY COMMISSION # HH 375628
EXPIRES: June 18, 2027

CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: August 25th, 2025

Approved as to Legal Form

Vose Law Firm, City Attorney

ATTEST:

Kristen Bates MMC, City Clerk

Seal:

ATTACHMENT #1

FERGUSON

April 9, 2025

To our valued customers,

The tariff landscape is constantly evolving, and the implementation schedule is fast-paced. Ferguson relies on our manufacturer partners to notify us of price increases, which we immediately implement on the announcement effective date. These increases vary significantly based on each manufacturers' unique business.

While we cannot predict the exact impacts of every tariff, our general guidance on how to best navigate tariffs remains consistent: **It is critical that customers work closely with their Ferguson Sales associate to discuss product needs, understand pricing impact, and make informed decisions regarding each of your individual projects.** Together, we can determine the best course of action to mitigate job disruption.

Important things to know:

- Pricing is extremely volatile and changes day by day, hour by hour. All prices are subject to change at any time based on evolving market conditions.
- We will continue to communicate price adjustments and provide competitive quotes based on current market conditions, though these quotes may change due to manufacturer price increases.
- Regularly review open bids and quotes with your Sales associate so you know how these pricing changes might impact your project.

We appreciate your loyalty and understanding as we manage this changing business environment. If you have questions concerning upcoming jobs or existing quotes, please speak with your Ferguson Sales associate to help plan for your business needs.

Thank you for your continued support and partnership.

Ferguson

Tariff Timeline

- **Apr. 9, 2025:** Effective date for additional reciprocal varied tariffs from other countries; tariffs on goods from China to increase to 54%.
- **Apr. 5, 2025:** Effective date for baseline universal tariffs of 10%.
- **Mar. 12, 2025:** Effective date of 25% tariffs on all steel and aluminum imports.
- **Mar. 4, 2025:** Effective date of 25% tariffs on Mexico and Canada imports plus an added 10% on Chinese imports, bringing the total tariff to 20%.
    - Amendment: Goods that fall under the U.S.-Mexico-Canada Agreement (USMCA) will be exempt from Mexico until April.
- **Feb. 4, 2025:** Effective date of 10% tariffs on Chinese imports.
- **Feb. 1, 2025:** Both Mexico and Canada tariffs are delayed.

Jake Lane
General Manager
Orlando, Jacksonville, Melbourne & Sanford FL

Ferguson Waterworks
801 Thorpe Rd Orlando FL 32824
T:(407) 859 7473 C:(407) 405-1761 F:(407) 859 9561
E: jake.lane@ferguson.com

April 8, 2025

To: All Tyler Union Customers

Re: Price Increase for Import Fittings, Restraints, Glands & Accessories and Valve Boxes

In addition to the prior Reciprocal Tariff Actions announced April 2nd, another 50% tariff has now been added to China's tariff rate yielding an additional 94% in tariffs since the last price adjustment.

Due to the significant increase in Global Supply costs from these recent tariff actions, Tyler Union will be implementing a price increase of approximately 20% for all Import Fittings, MJ Glands & Accessories; and approximately 12% for Restraints and Valve Boxes. These will be implemented in the form of multiplier adjustments as shown below. Increases will be effective on orders received on or after April 9, 2025, and applied to all orders not yet confirmed before April 9, 2025. The timing is a result of the high volume of orders received over the past several days in anticipation of this increase.

Fittings:	
Standard TC/CL	+10-points (All States)
Zinc	+10-points (All States)
FBE	+10-points (All States)
P401	+10-points (All States)
MJ Glands & Accessories	+10-points (All States)
Restraints	+5-points (All States)
Valve Boxes	+10-points (All States)

- Pricing for existing confirmed orders will not be changed if the current release date is not pushed out or extended.
- All previous formal written Quotes or Sales Agreements will be adjusted according to this change in published pricing.

Because this increase only partially offsets the new tariff levels, future pricing actions may be required depending upon the circumstances.

Please contact your Tyler Union Territory Manager if you have any specific questions.

We thank you for your support and we remain committed to earning your business by providing quality waterworks products, as we have for over 100 hundred years.

Sincerely,

Greg Fuller
National Sales Manager

SIGMA®
Quality – Service – Commitment – Delivered.

700 Goldman Drive
Cream Ridge, NJ 08514

P: (256) 496-3388
gf1@sigmaco.com

April 9, 2025

To: SIGMA Corporation Customers in the US

Re: Revised Price Announcement

On Wednesday, April 8th, the Trump Administration announced additional tariffs on products sourced from China, resulting in an additional 94% tariff on those products produced there. Consequently, SIGMA Corporation is revising its announced increases in its line of globally sourced products for the water and sewer industry.

Our previously announced price adjustments will change to a more sizeable increase effective Monday, April 14, 2025. The increase will be in the form of multiplier adjustments as outlined below:

AWWA MJ & Flange Fittings	+10 multiplier points (about 20% in most markets).
MJ Accessories	+10 multiplier points (about 20% in most markets).
Restraint Products	+5 multiplier points (about 12%). No change from previous announcement.

The increase in Municipal & Construction Castings (MCC) remains as originally published. It is 20 points against published List Prices, or approximately 20%.

As previously shared, purchase orders placed at current published pricing will be honored if shipment release dates are set for May 30th or earlier (subject to product availability). Purchase orders remaining open and unshipped after May 30th will be repriced.

Finally, these increases only partially offset the cost impact from the announced tariffs. Therefore, further increases, including List Price revisions, may be required.

For further information, please contact your SIGMA Territory Sales Manager.

As always, we appreciate your business and support.
Sincerely,

Greg Fox | Vice President of Sales
SIGMA Corporation
256.496.3388
GF1@sigmaco.com

- Outlook

[Draft] Fw: SIP Industries: Price Increase - Effective April 9, 2025

From ryan.smith@ferguson.com

SIP Industries
Quality Manufacturer Since 1960

Price Increase

April 8, 2025

To: All SIP Customers

Subject: Price Increase - Effective April 9, 2025

Last week the US government imposed base line and reciprocal tariffs targeting more than 60 countries across the world. As a result, SIP Industries is announcing a price increase effective immediately.

This increase will be implemented by multiplier adjustments referenced below.

Product Category	MultiP-lier Increase	AP-P-roximate Increase
ImP-ort UtilitY. Fittings - Cement	10 points	20%

Imgort UtilitY. Fittings - FBE	10 points	20%
Imgort UtilitY. Fittings - Zinc		
Imgort UtilitY. Fittings - P401	10 points	20%
Import MJ Accessories		
Import Joint Restraints	10 points	20%
Import Fabricator Flanges		
Import Valve Boxes	10 points	20%
Import Casting		
	5 points	12%
	10 points	20%
	10 points	12%
	N/A	20%

- **Existing orders at the time of the increase will be honored assuming material is released for immediate shipment with no restrictions. Backorders will be subject to new prices at time of shipment.**

- **Open orders with future ship dates or hold for release request will be subject to new pricing.**

- **All project and municipal quotes will be repriced. SIP will be reaching out to address these agreements.**

If you have any questions regarding this announcement, please contact your local SIP Sales Representative.

As always, we look forward to earning your business and providing you with quality products and superior service. Everyone at SIP thanks you for your business and support.

Sincerely,

April 8, 2025

To: Our Valued Star Pipe Products Customers

RE: Tariff Price increase notification – Import: Fittings, Joint Restraint Products, Accessories, Fabrication Products and Castings

Due to recently implemented tariffs we are announcing an increase for Import: Fittings, Joint Restraint Products, Accessories, Fabrication Products and Castings, effective 4/9/25:

Import Products	Multiplier Increase	Approximate Increase %
Fittings (Standard, Zinc, FBE, P401)	10 points	20%
Accessories	10 points	20%
Joint Restraint	5 points	12%
Fabrication Products	10 points	20%
Castings	n/a	20%

- Existing confirmed purchase orders will be honored if released by 5/30/25 with no shipping restrictions.
- All Quotes and Sales Agreements/Annuals will be repriced.

If the additional tariffs are clarified and confirmed, we will communicate if further price changes become necessary. Please contact your local Territory Manager with any questions.

We appreciate your continued support and remain committed to earning your business. Sincerely,

Jason O'Nan

Jason O'Nan, Vice President Star® Pipe Products

STAR® PIPE PRODUCTS
4018 WESTHOLLOW PARKWAY HOUSTON, TEXAS 77082-4604
wwww.starpipeproducts.com
T: 281.558.3000
F: 281.558.9000

TÜVRheinland Certified to ISO 9001:2015
UNDRY
FO

The Ford Meter Box Company, Inc.

775 Manchester Avenue • P.O. Box 443, Wabash, Indiana U.S.A. 46992-0433
Phone: 206-563-3171 • Fax: 800-826-3487 • Overseas Fax: 260-563-0167 • www.fordmeterbox.com

April 8, 2025

To Our Valued Customers:

Our February 14, 2025, price increase announcement referenced the fluid nature of tariff discussions at the national level and their potential impact on material costs. Executive orders signed in February and March each implemented 10% tariffs on goods imported from China. Ford Meter Box® absorbed these additional costs as we waited for a change in direction and clarity on the future. Unfortunately, we are unable to continue absorbing these additional costs and must increase the prices of our imported product offerings. **Effective immediately, we are implementing a 20% price increase on the following Ford® products**:

- Import iron saddles in Catalog Section AA
- Import cast couplings, including FC2W and BOALINQ couplings, in Catalog Section M
- FC3 steel couplings in Catalog Section M
- Import Uni-Flange® restraint products in Catalog Section U
- RFAP/RFAD restrained flange adapters, 12” and below, in Catalog Section U

This does not represent an across-the-board price increase and only applies to the product groups listed above. The increase will be implemented with a discount change (see enclosed distributor discount page).

All existing fixed-price quotations will be observed throughout the contract period. All other pricing programs will be adjusted, and updated discount sheets will be forthcoming. Pricing on orders received before April 8, 2025, will be honored.

For your convenience, a PDF copy of our price book is available for download on our website, www.fordmeterbox.com. An Excel version is also available on our distributor portal.

The tariff situation remains ever-changing. We are still processing the impact of the recently announced reciprocal tariffs, as well as the Section 232, 25% tariffs implemented in March on steel and aluminum products, which also applied to iron. Should any additional price changes become necessary, we will notify you as soon as possible.

We want to thank you for your continued support of The Ford Meter Box Company. Please contact your Ford Meter Box® Customer Manager or Sales Representative with any questions.

Best Regards,

THE FORD METER BOX COMPANY, INC.

Rodney A. Kelsheimer

Rodney A. Kelsheimer
Senior Manager of Domestic Sales

April 10, 2025

Subject: Zurn Elkay Water Solutions' Commercial Price Adjustments –
USA Effective Date: May 15, 2025

Due to the recent tariff announcements and market condition dynamics, Zurn Elkay Water Solutions is announcing the following price increases, effective **May 15, 2025:**

• **Commercial Brass**	
o Vitreous	20%
o Commercial Brass – all other	15%
• **Elkay and Just Sinks, Faucets and Accessories**	5%-10%
• **Drinking Water**	
o Filtration	5%-10%
o Drinking Water – all other	5%
• **Wilkins**	35%
• **Drain Products**	
o Light Commercial	20%
o Specification Drainage	20%
o Wade	20%
• **Siteworks Products**	
o Flo-Thru	20%
o Green Turtle	20%
o Stainless Drains	20%

Zurn Elkay remains diligent in managing costs to offset the impact of continued inflation and other external factors, but we expect this environment to continue into the near term and may need to implement additional increases in the future.

All price protected orders must be entered and released for shipment by May 14, 2025, unless approved for later shipment prior to the date of this letter. Stocking orders are not to exceed one month's average purchases. Any projects awarded or orders entered on or after May 14, 2025, will reflect new pricing. Existing quotes must be reevaluated and are subject to the above announced tariff increases. All new quotes distributed as of today will expire May 14, 2025. Finally, new pricing will be distributed by May 1, 2025.

Please feel free to contact your Zurn Elkay Sales Representative or Area Sales Manager with any questions. Thank you for your continued support of Zurn Elkay Water Solutions. We appreciate our partnership.

Sincerely,

Zurn Elkay Water Solutions

815 Chestnut Street | North Andover, MA 01845-6098 | T: (978) 688-1811 | F: (978) 794-1848

April 8, 2025

Subject: **May 2025 Tariff Price Adjustment – U.S. Market Only**

Dear Valued Customer:

Thank you for your patience during this dynamic market environment. Due to latest tariff announcements up to April 4, 2025, all Watts brands and companies will be implementing a price increase on May 12, 2025.

Valves 20%
Gas 10%
Drains 25%
HVAC Radiant 10%

We will provide summary increase and item level pricing as soon as possible.

Expect product line details by April 18, 2025.

We appreciate and thank you for your business and assure you of our commitment to continue to supply you with quality products at competitive prices. If you have any questions or need further clarification of these changes, please contact your local representative.

Sincerely,
Watts Water Technologies

815 Chestnut Street | North Andover, MA 01845-6098 | T: (978) 688-1811 | F: (978) 794-1848

April 22, 2025

Subject: **May 2025 Tariff Price Adjustment Additional Clarity – U.S. Only**

Dear Valued Customer:

Driven by the ongoing changes in U.S. Government tariff policy, we will be adjusting our May 12, 2025, price increase. As of May 12, 2025, the product lines and brands below will be implementing a list price increase. Select items will be adjusted to reflect various higher or lower price changes.

The following brands and product lines will be affected by the average increases as follows:

	Increase %
DRAINS	
CHEMICAL PIPING PRODUCTS	15.0%
DRAINS - BLUCHER	5.0%
DRAINS - CAST IRON	25.0%
DRAINS - TRENCH	25.0%
RAINWATER HARVESTING	25.0%
GAS	
GAS ACCESSORY	10.0%
GAS CONNECTOR	10.0%
SHUT-OFF VALVES - GAS	10.0%
SMART AND CONNECTED GAS	10.0%
WATER	10.0%
WATER CONNECTOR	10.0%
HVAC	
ELECTRIC RADIANT	10.0%
HYDRONIC RADIANT	10.0%
HYDRONIC RADIANT MANIFOLD	25.0%
VALVES	
ACV-AUTOMATIC CONTROL VALVE	30.0%
CONNECTIONS	50.7%
HYDRONICS (VALVES AND ACCESS)	53.0%
MIXING VALVES	39.0%
NON-TESTABLE BACKFLOW	50.0%
PLUMBING SPECIALTIES	48.8%
REGULATORS	39.0%
RELIEF VALVES	42.2%
RISERS	39.0%
SHUT-OFF VALVES	49.0%
STRAINERS	39.4%
TESTABLE BACKFLOW	39.6%
LEAK DETECTION	50.0%
WATER QUALITY	
COM	5.0%
POE	15.0%
POU	15.0%
INST	5.0%
INFO	5.0%

Former prices will be honored for all orders with immediate release received by Friday, May 9, 2025, if stocking orders do not exceed one month's average purchases. New list prices will be available on our website on May 12, 2025. You will have the option of printing a copy of the price sheet in PDF format or downloading list prices in Excel and other formats.

We will be sending the customer notification letter immediately. If you have questions, please contact your Regional Manager or the Watts Pricing Department.

Sincerely,
Watts Water Technologies

View this email in your browser

April 15, 2025

April 15 Notice: Price Adjustment Announcement

Dear valued Aalberts integrated piping systems customer,

We are writing to inform you of upcoming adjustments to our pricing structure affecting specific products within our catalog. These adjustments are necessitated by ongoing volatility in trade tariffs and rising costs of raw materials, each independently contributing to the changes detailed below.

Effective **April 16, 2025,** the prices for the following product categories will increase 68%:

- Cast Iron Strainers
- Cast Iron Gate, Globe, and Check Valves
- Cast Iron Flanged Ball Valves
- Resilient Seated Butterfly Valves
- High-Performance Butterfly Valves
- 35-300 Bib Faucet
- 51GF, 94 and 95A Brass Ball Valve Families
- Backflow DCAP, Dual Check, and PVB4A Series

Effective **May 5, 2025,** additional price increases will apply to the following product categories:

- Shurjoint grooved couplings 6%
- "Apollo" PowerPress fittings and valves 4%
- "Apollo" SmartPress fittings and valves 3%
- All other products (excluding "Apollo" Press) 4%

These price adjustments will also apply to all special pricing arrangements-including job and contractor quotes-as outlined in our terms and conditions, which can be found here.

For a comprehensive list of all updated prices, please refer to the "Resources" section of our website after the respective effective dates noted above. htt12s://aalberts-i12s.us/resources/

Order Guidelines:

- Orders placed before the price adjustment must be scheduled for immediate release and should not exceed one month's typical historical usage.
- Orders with requested delivery dates beyond the immediate implementation of these adjustments will be priced based on the rates in effect at the time of shipment.

Should you have any questions or require assistance, please contact your sales representative or our customer service team.

Please note: This letter applies exclusively to customers located in the United States and Latin America.

Kyle Spangler
vice president, strategy
Aalberts integrated piping systems, Americas

aalberts integrated piping systems

headquarters

10715 Sikes Place, Suite 200
Charlotte, NC 28277

704.841.6000

This email was sent to michelle.devitt@ferguson.com
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View this email in your browser

ROMAC INDUSTRIES, INC.

April 21, 2025

To our Valued Customers,

Due to ever changing economic conditions, Romac Industries is implementing a price increase.

Effective April 25, 2025, Romac Industries will increase pricing 17% - 20% dependent on the product category. This increase will be implemented with multipliers and be distributed to our customers by our Area Managers.

Current price quotations will be honored until their expiration date. The catalog list prices and payment terms will not be affected. In addition, pre-paid freight terms will remain the same.

Please contact your Area Manager or our Customer Service department if you have any questions. As always, Romac values your business and appreciates your continued partnership as we adjust to market conditions.

Sincerely,

Todd Wilson
Vice President –Sales & Marketing
Romac Industries, Inc.

April 11, 2025

To Our Valued Customers,

Due to changes in Section 232 and the introduction of additional tariffs, Trumbull Manufacturing will be implementing price increases effective April 14, 2025. Orders placed on or before April 11, 2025, will be honored at current pricing. However, orders on hold for future shipment will be subject to the new pricing, and any project or municipal orders will be repriced accordingly.

While the Trumbull Manufacturing sourcing team has been working diligently to transition products away from China, the impact of tariffs on all countries has necessitated these price adjustments. We will continue our efforts to resource products in order to minimize the impact on customer pricing.

Though individual increases may vary by item, the estimated price increases by product category are as follows:

Product Line	**Increase**
Chainwheels & Chain	20%
Globally Sourced Composite Manholes, Meter Lids & Boxes	20%
Joint Restraint Products	20%
Keys & Tools	20%
Locating & Marking Products	20%
MJ Kits & Accessories	20%
Service Brass & Accessories	20%
Globally Sourced Treatment Plant Valves & Accessories	20%
Valve Position Indicators	20%
Valve Boxes & Curb Boxes	20%

Trumbull Manufacturing reserves the right to limit order quantities based on historical purchase patterns. If you have any questions, please contact a Trumbull Manufacturing sales representative. We value our relationship and appreciate your support.

Thank you for your continued business,

Trumbull Manufacturing Sales Team

877-504-1507 sales@trumbull-mfg.com trumbull-mfg.com

Confidential

View this email in Y.OUr browser

April 8th, 2025

Dear Valued Customer,

We hope this message finds you well.

We are writing to inform you of an upcoming adjustment to our pricing. Due to recent changes in international trade policy and the imposition of new tariffs, our cost of goods on some products has increased significantly. While we've done our best to absorb some of these added expenses, the impact has made it necessary for us to adjust our prices.

Starting immediately, you will see a price increase of 30% for all metal-related products and a 20% increase on all electrofusion products. This will impact all Ductile Iron backup rings, stainless steel backup rings, MJ Kits, transition fittings, electrofusion fittings and EF equipment. At this time, this price increase will not impact our molded butt fittings line. This change ensures we can maintain the quality, service, and reliability you've come to expect from us.

We remain committed to providing you with the best value and service possible, and we greatly appreciate your continued support and understanding. We realize that the tariff details can fluctuate at any time, and we will adjust accordingly as needed.

We are working on a new List Price sheet but are waiting for the dust to settle related to the tariffs. Until then, if you have any questions or concerns, or need a price quote, please don't hesitate to reach out to your Regional Outside Sales Manager, or one of our Inside Sales Associates.

Thank you for your partnership.

Greg Swindell
VP of Operations
Integrity Fusion Products, Inc

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INTEGRITY
Fusion Products, Inc.

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Mueller Water Products
Headquarters
1200 Abernathy Road NE
Suite 1200
Atlanta, GA 30328

phone: 770-206-4200

4/24/2025

To: Pratt® and Milliken® Product Distributors

Re: Price Increase Notification

Due to the unavoidable cost impacts associated with tariffs, we are announcing a price increase for the Pratt® and Milliken® branded products listed below. Please note, this price change announcement only partially offsets the totality of all cost impacts as we navigate this fluid situation and that we may be required to advise of additional price changes. The following price adjustments are effective immediately as follows:

AWWA Specialty Products	Change:
• Butterfly Valves	30% price adjustment
• Plug Valves	30% price adjustment
• Spring Check Valves	30% price adjustment
• Air Valves	30% price adjustment
• Swing Check Valves	5% price

adjustment The above price adjustments will be made through a multiplier adjustment.

The price adjustments will be administered as follows:

1. Any orders received before this pricing announcement with no shipping restrictions will be honored at the pre-adjustment pricing. Product will be shipped as it becomes available. Orders with delayed shipment requests will not be honored.

2. All existing quotes will be updated to reflect revised pricing, regardless of quote validity dates.

Your Regional Manager will be in contact with you to review these increases and to answer any questions you may have.

Regards,

Tom Velkovich
V.P. Sales / Specialty Valve

PURCHASING & CONTRACTS DIVISION

123 W. Indiana Ave., Rm. 302
DeLand, FL 32720-4608
Telephone: 386-822-5788 ***Fax: 386-736-5972***
e-mail: mlsmith@volusia.org *website: www.volusia.org/purchasing*

TO: **Ferguson Enterprises Inc.**

FROM: Lisa Smith
Procurement Analyst II

SUBJECT: MA 12346A – Materials for Water & Sewer Operations

The current Master Agreement expires **February 2, 2025**. The County would like to extend the above Master Agreement through **February 2, 2026** at the same prices, terms and conditions. Please indicate your agreement by having this form signed by a duly authorized representative of the firm who has the ability to sign agreements and then return via email to my attention.

In order for the Master Agreement to be extended, the County also requires a current Acord insurance form naming Volusia County as additional insured under general liability.

CHECK ONE:

↳ ☒ **Yes**, we ***are*** interested in doing business with the County, as outlined above.

↳ ☐ **No**, we ***are not*** interested in doing business with the County, as outlined above.

Authorized Signature: Justin Montandon Date: 1/28/25

Print Name: Justin Montandon Phone: (407) 859-7473

Title: Municipal Sales Phone Extension: _____

Firm's address: 1470 Bobby Lee Point EMAIL: justin.montandon@ferguson.com
Sanford FL 32771

If you have any questions regarding this communication, please contact me at the phone number or e-mail address shown above.

FOR THE LATEST NEWS FROM PURCHASING & CONTRACTS, VISIT US AT www.volusia.org/purchasing
CURRENT BIDS ARE LISTED AT https://procurement.opengov.com/portal/volusia

Master Agreement

NO. 750 4157 - 1

TERM: 2023-09-11 to 2026-09-10

Volusia County
FLORIDA

Date Issued: 09/13/2023

Vendor contact:	County contact:	Bill To:
Name: JUSTIN MONTANDON **Phone:** 407-859-7473 **Ext.:** **E-mail:** JUSTIN.MONTANDON@FERGUSON.C(	**Name:** CAROLYN MINICH **Phone:** 386-822-6422 **Ext.:** 20474 **E-mail:** jgrim@volusia.org	**County of Volusia** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: FERGUSON ENTERPRISES INC 801 THORPE ROAD ORLANDO, FL 32824-8016	**Vendor No.** FEE22900000	**Ship To:** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720

Solicitation Number: 23-B-128HO

Award Date: 2023-09-11

Award Authorization: DIRECTOR

Purchasing HEIDI OTT
Phone: 386-626-6626 **Ext:** 16626
E-mail: hott@volusia.org

Payment Terms: Net 45 Days, FOB Dest, Freight allowed

Document Description:
Polyethylene Drainage Products and Repair System Pipe

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	65858	EA	Polyethylene Pipe In accordance with 23-B-128HO	0.000000

Pam Wilsky

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to the PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty- five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

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Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/ or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Volusia County
FLORIDA

County of Volusia
Purchasing and Contracts
Pam Wilsky, Director
123 W. Indiana Ave., DeLand, FL 32720

Recommendation and Notice of Award
ITB 23-B-128HO
Poly Drainage Products and Repair Systems
RESPONSE DEADLINE:
Bids Received by Heidi Ott and Andrew Kokitus
Date Posted: September 6, 2023
Award Effective: September 12, 2023

Vendor: Ferguson Enterprises LLC dba Ferguson Waterworks

High Density Polyethylene (HDPE) Class-II Pipe &	UNIT	6" dia	8" dia	10" dia	12" dia	15" dia	18" dia	24" dia	30" dia	36" dia	42" dia	48" dia	60" dia
Perforated Pipe - NO Fabric													
Delivered	LF	$5.23	$9.75	$14.25	$15.85	$22.10	$29.71	$49.76	x	x	x	x	x
Pick-up (specify location below)	LF	$5.23	$9.75	$14.25	$15.85	$22.10	$29.71	$49.76	x	x	x	x	x
Nonperforated Pipe - NO Fabric													
Delivered	LF	$4.97	$9.25	$13.53	$15.06	$20.98	$28.24	$47.26	$67.84	$80.25	$103.38	$131.89	$231.37
Pick-up (specify location below)	LF	$4.97	$9.25	$13.53	$15.06	$20.98	$28.24	$47.26	$67.84	$80.25	$103.38	$131.89	$231.37
Perforated Pipe - with Fabric													
Delivered	LF	$5.26	$10.26	$14.93	$16.76	$23.14	$31.28	$51.78	x	x	x	x	x
Pick-up (specify location below)	LF	$5.26	$10.26	$14.93	$16.76	$23.14	$31.28	$51.78	x	x	x	x	x
Nonperforated Coupling													
Delivered	EA	$11.03	$15.08	$20.76	$23.42	$39.01	$66.48	$93.75	x	x	x	x	x
Pick-up (specify location below)	EA	$11.03	$15.08	$20.76	$23.42	$39.01	$66.48	$93.75	x	x	x	x	x
Gasket Coupling													
Delivered	EA	$36.76	$55.88	$73.43	$191.44	$283.58	$500.00	$759.11	x	x	x	x	x
Pick-up (specify location below)	EA	$36.76	$55.88	$73.43	$191.44	$283.58	$500.00	$759.11	x	x	x	x	x
45° Elbows													
Delivered	EA	$58.82	$95.58	$163.78	$219.75	$550.64	$729.00	$1,239.00	$2,497.00	$3,418.00	$5,183.00	$6,120.00	$12,209.00
Pick-up (specify location below)	EA	$58.82	$95.58	$163.78	$219.75	$550.64	$729.00	$1,239.00	$2,497.00	$3,418.00	$5,183.00	$6,120.00	$12,209.00
90° Elbows													
Delivered	EA	$58.82	$95.58	$188.37	$251.14	$638.33	$812.25	$1,326.28	$2,817.79	$4,153.37	$5,669.29	$6,509.58	$12,525.70
Pick-up (specify location below)	EA	$58.82	$95.58	$188.37	$251.14	$638.33	$812.25	$1,326.28	$2,817.79	$4,153.37	$5,669.29	$6,509.58	$12,525.70

Polyvinyl-Chloride (PVC) Pipe & Fittings	UNIT	6" dia	8" dia	10" dia	12" dia	15" dia	18" dia	24" dia	30" dia	36" dia
Perforated Pipe										
Delivered	LF	X	X	X	X	X	X	X	X	X
Pick-up (specify location below)	LF	X	X	X	X	X	X	X	X	X
Nonperforated Pipe										
Delivered	LF	X	X	X	X	X	X	X	X	X
Pick-up (specify location below)	LF	X	X	X	X	X	X	X	X	X
Coupler with Center Stop										
Delivered	EA	X	X	X	X	X	X	X	X	X
Pick-up (specify location below)	EA	X	X	X	X	X	X	X	X	X
22° Elbows										
Delivered	EA	X	X	X	X	X	X	X	X	X
Pick-up (specify location below)	EA	X	X	X	X	X	X	X	X	X
45° Elbows										
Delivered	EA	X	X	X	X	X	X	X	X	X
Pick-up (specify location below)	EA	X	X	X	X	X	X	X	X	X
90° Elbows										
Delivered	EA	X	X	X	X	X	X	X	X	X
Pick-up (specify location below)	EA	X	X	X	X	X	X	X	X	X
Socks										
Delivered	LF	X	X	X	X	X	X	X	X	X
Pick-up (specify location below)	LF	X	X	X	X	X	X	X	X	X
PVC size chart: 4" to 10" = 12.5' length; 12" to 36" = 22' length										

Polypropylene (PP) Class-II High Performance Pipe &	UNIT	12" dia	15" dia	18" dia	24" dia	30" dia	36" dia	42" dia	48" dia	60" dia
Perforated Pipe										
Delivered	LF	$21.91	$26.89	$32.01	$53.00	$88.15	X	X	X	X
Pick-up (specify location below)	LF	$21.91	$26.89	$32.01	$53.00	$88.15	X	X	X	X
Nonperforated Pipe										
Delivered	LF	$20.82	$25.55	$30.41	$50.34	$79.03	$87.44	$112.32	$158.14	$232.02
Pick-up (specify location below)	LF	$20.82	$25.55	$30.41	$50.34	$79.03	$87.44	$112.32	$158.14	$232.02
Coupler with Center Stop										
Delivered	EA	$191.44	$283.58	$500.00	$759.11	X	X	X	X	X
Pick-up (specify location below)	EA	$191.44	$283.58	$500.00	$759.11	X	X	X	X	X
22° Elbows										
Delivered	EA	$469.62	$798.29	$968.12	$1,722.96	$2,035.50	$2,175.65	$2,661.20	$3,127.39	$5,302.35
Pick-up (specify location below)	EA	$469.62	$798.29	$968.12	$1,722.96	$2,035.50	$2,175.65	$2,661.20	$3,127.39	$5,302.35

45° Elbows										
Delivered	EA	$219.75	$770.89	$1,020.60	$1,734.67	$2,440.65	$2,523.25	$3,117.68	$4,257.87	$7,045.98
Pick-up (specify location below)	EA	$219.75	$770.89	$1,020.60	$1,734.67	$2,440.65	$2,523.25	$3,117.68	$4,257.87	$7,045.98
90° Elbows										
Delivered	EA	$251.14	$894.35	$1,141.37	$1,856.79	$3,553.56	$3,997.76	$4,970.50	$7,045.98	$11,580.00
Pick-up (specify location below)	EA	$251.14	$894.35	$1,141.37	$1,856.79	$3,553.56	$3,997.76	$4,970.50	$7,045.98	$11,580.00

*LF - Linear Foot

Pick-up location/address:____1470 Bobby Lee Point, Sanford Fl 32771_____

Recommendation of Award to: Ferguson Enterprises LLC

Award approved by:

Pamela Wilsky

Pamela Wilsky, NIGP-CPP, CPPO, CPPB – Director of Purchasing and Contracts

Recommendation of Award 23-B-128HO

Final Audit Report 2023-09-05

Created:	2023-09-05
By:	Heidi Ott (hott@volusia.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIw48aInWA1r5DuF3G8ElCm4b9rYsHQ-c

"Recommendation of Award 23-B-128HO" History

Document created by Heidi Ott (hott@volusia.org)
2023-09-05 - 8:19:57 PM GMT

Document emailed to Pamela Wilsky (pwilsky@volusia.org) for signature
2023-09-05 - 8:20:26 PM GMT

Email viewed by Pamela Wilsky (pwilsky@volusia.org)
2023-09-05 - 9:30:34 PM GMT

Document e-signed by Pamela Wilsky (pwilsky@volusia.org)
Signature Date: 2023-09-05 - 9:36:14 PM GMT - Time Source: server

Agreement completed.
2023-09-05 - 9:36:14 PM GMT

Master Agreement

NO. 815 70390A - 1

TERM: 2025-08-02 to 2026-08-01

Date Issued: 06/27/2025

Vendor contact:	**County contact:**	**Bill To:**
Name: JUSTIN MONTANDON **Phone:** 407-859-7473 **Ext.:** **E-mail:** JUSTIN.MONTANDON@FERGUSON.C(	**Name:** KAMRON GARDNER **Phone:** 386-248-1760 **Ext.:** 11271 **E-mail:** kgardner@volusia.org	**County of Volusia** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: **Vendor No.** FEE22900000 FERGUSON ENTERPRISES LLC 801 THORPE ROAD ORLANDO, FL 32824-8016		**Ship To:** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720

Solicitation Number: 22-B-95MC **Award Date:** **Award Authorization:** DIRECTOR	**Purchasing** JOHN JANKOWICH **Phone:** 386-822-5787 **Ext:** 15787 **E-mail:** jjankowich@volusia.org **Payment Terms:** Net 45 Days, FOB Dest, Freight allowed

Document Description:
Plumbing Supplies

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	67000	EA	Plumbing Supplies Pricing per percent discount per manufacturer in accordance with 22-B-95MC	0.000000

Pam Wilsky

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

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Emergency Procurement. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

Federal Grant Funded Purchases. This Agreement and the products/services provided if purchased with Federal grant funds shall be prepared to comply with the requirements of the 2 CFR 200.318-327 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318. Payment Terms for these purchases shall be net 30 days.

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Human Trafficking Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Volusia County, a governmental entity in the State of Florida, you are hereby acknowledging under penalties of perjury that you do not use coercion to employ any person for labor or services. Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/ or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Ferguson Enterprises
Percent Discount Price Sheets, 22-B-95MC

Fixed % Discount	
Description	Fixed Percent Discount (to be entered as %)
Fixed % Discount	1

Percent Discount by Manufacturer		
Description	Manufacturer Lists	Percent Discount to be entered as a % (ex. 10%)
Manufacturer % discount	Sloan repair items	40%
Manufacturer % discount	Delta Faucet	40%
Manufacturer % discount	Brass Craft angle stops	50%
Manufacturer % discount	Oatey cement / cleaners	67%
Manufacturer % discount	Liberty	20%
Manufacturer % discount	American Flow Control hydrants	42%
Manufacturer % discount	American Flow Control- valves	32%
Manufacturer % discount	American Flow Control-parts	20%
Manufacturer % discount	US Pipe Fab-Spools	50%
Manufacturer % discount	Tyler Union Fittings (import)	30%
Manufacturer % discount	Ford Brass Couplers Curbs corps etc	51%
Manufacturer % discount	Other Ford Items	45%
Manufacturer % discount	Poly & PVC Pipe	2%
Manufacturer % discount	Neptune Meters	10%
Manufacturer % discount	Meritt- Fittings	62%
Manufacturer % discount	Meritt Nipples	94%
Manufacturer % discount	Pollard Water	0% (Free Freight)
Manufacturer % discount	Proselect Bolt & Gasket Packs	40%
Manufacturer % discount	HDPE risers pipe fittings	10%
Manufacturer % discount	Backflows	30%
Manufacturer % discount	Meter Boxes	20%
Manufacturer % discount	Romac	30%
Manufacturer % discount	Ferguson Storm / Geo Items: DSRP	20%
Manufacturer % discount	TPS Items	30%
Manufacturer % discount	ACIPCO Ductile-DSRP	20%
Manufacturer % discount	ADS	10%
Manufacturer % discount	Oldcastle	10%
Manufacturer % discount	US Foundry	10%
Manufacturer % discount	Hydroguard	5%
Manufacturer % discount	Kupferle	10%
Manufacturer % discount	Max Adapters	10%
Manufacturer % discount	Hydrant / Valve repair parts	20%
Manufacturer % discount	FNW Camlocks	40%
Manufacturer % discount	Fernco Standard couplings	68%
Manufacturer % discount	Fernco Shielded Couplings	20%

Ferguson Enterprises

Percent Discount Price Sheets, 22-B-95MC

Manufacturer % discount	Ferguson Tool offerings-DSRP	5%
Manufacturer % discount	ARI Valves	2%
Manufacturer % discount	Ebaa	40%
Manufacturer % discount	Additional import Restraints	40%
Manufacturer % discount	Valve Boxes	10%
Manufacturer % discount	Additional stock items not included elsewhere- Margin % added to cost	14%
Manufacturer % discount	Additional Non stock items not included elsewhere- Margin % added to cost	19%

City of Bunnell, Florida

Agenda Item No. C.5.

Document Date: 08/08/2025
Department: Infrastructure
Subject: Request Approval of the City of Palm Coast Interlocal Agreement #2025-14
Agenda Section: Consent Agenda:

ATTACHMENTS:
Description
2025-14 Palm Coast ILA - Lambert Crossing.pdf

Summary/Highlights:

The City of Palm Coast and the City of Bunnell ("Parties") acknowledge the necessity of enhancing public safety and improving traffic operations through the closure of the at-grade Florida East Coast Railway ("FEC") crossing, No. 271907K, located at milepost 86.55 on Lambert Street and East Lambert Street in Bunnell, Florida.

Background:

The purpose of this Agreement is to provide for the safe and efficient closure of the Lambert Crossing within the jurisdiction of the City of Bunnell, Florida, and to specify the allocation of costs associated with the closure between the Parties. The City of Bunnell has submitted an application to the Florida East Coast Railway ("FEC") in accordance with Fla. Admin. Code Ann. R. 14-57.012 for the Lambert Crossing closure, which the FEC has approved. The Parties agree that entering into this Interlocal Agreement serves their mutual and collective best interests.

Staff Recommendation:

Approve Interlocal Agreement #2025-14 between the City of Palm Coast and the City of Bunnell for the closure of the Lambert Street and East Lambert Street railroad crossing.

City Attorney Review:

Approved for agenda

Finance Department Review/Recommendation:

Recommend approval of Interlocal Agreement #2025-14 between the City of Palm Coast and the City of Bunnell for the closure of the Lambert Street and East Lambert Street railroad

crossing.

City Manager Review/Recommendation:

Approved

INTERLOCAL AGREEMENT #2025-14 FOR THE CLOSURE OF THE LAMBERT STREET AND EAST LAMBERT STREET, AT-GRADE FEC RAILROAD CROSSING BETWEEN THE CITY OF PALM COAST AND THE CITY OF BUNNELL

THIS INTERLOCAL AGREEMENT is made and entered by and between the CITY OF PALM COAST, a municipal corporation of the State of Florida whose address is 160 Lake Avenue, Palm Coast, Florida 32164 and the CITY OF BUNNELL, a municipal corporation of the State of Florida whose address is 2400 Commerce Parkway, Bunnell, Florida 32110, with Palm Coast and Bunnell separately referred to as "party" and collectively referred to as "parties" herein.

WITNESSETH

WHEREAS, the Florida Interlocal Cooperation Act of 1969 ("Act") set forth in Florida Statutes Section 163.01 contemplates Interlocal Agreements between governmental entities; and

WHEREAS, the purpose of the Act is to permit 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 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 Parties recognize the need to improve public safety and traffic operations by closing the at-grade Florida East Coast Railway ("FEC") railroad crossing number 271907K at railroad milepost 86.55, located at Lambert Street and East Lambert Street, Bunnell Florida ("Lambert closing"); and

WHEREAS, the purpose of this agreement is to facilitate the safe and efficient closure of the Lambert closing within the jurisdiction of Bunnell, Florida and detail the breakdown of how the costs associated with the Lambert Closing will be shared between City of Palm Coast and City of Bunnell; and

WHEREAS, the City of Bunnell has submitted an application to the FEC in accordance with Fla. Admin. Code Ann. R. 14-57.012 for the Lambert Closing and the FEC has approved such closing and

WHEREAS, the Parties believe that it is in their common and collective best interests to enter into this Interlocal Agreement.

NOW, **THEREFORE**, in consideration of the mutual covenants, promises and representations contained in this Interlocal Agreement, the parties agree as follows:

Section 1. Recitals and Authority. The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provisions of Florida law, including, but not limited to, Chapters 163 and 166, Florida Statutes, and the Florida Constitution.

Section 2. Agreement by the Parties.

a. This Agreement shall commence and become effective upon the date it is filed with the Clerk of Court after its execution by the Parties ("Effective Date") and shall remain in effect until completion of the Lambert closing.

b. Performance of Work. City of Palm Coast shall work with FEC and Florida Department of Transportation ("FDOT") to perform all required work to close the Lambert at-Grade FEC railroad crossing.

c. Expenditure of Lambert Closing. Any funds that the City of Bunnell receive from FDOT, FEC or any other entity for the Lambert closure shall be transferred to the City of Palm Coast to cover the cost of the Lambert Closing. If costs exceeds the funding mentioned above, the City of Palm Coast will cover any additional cost related to the Lambert closing.

d. Termination of Interlocal Agreement. The Parties agree that this Interlocal Agreement shall expire, terminate, and no longer be in force or effect after completing the Lambert closure.

Section 3. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other party harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to the indemnifying party's actions, omissions or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a waiver of sovereign immunity or limits of liability of any party, including their supervisors, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Interlocal Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the City of Palm Coast and the City of Bunnell.

Section 4. Default. A default by any party under this Interlocal Agreement shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each party hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

Section 5. Force Majeure. No party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any emergency declaration under federal, state or local law, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and authority and without the fault or negligence of the party seeking relief from its obligations relying on this Section.

Section 6. Disputes; Enforcement. All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that either party seeks to enforce this Interlocal Agreement by court proceeding or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 7. Applicable Law; Venue. This Interlocal Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Venue for any dispute resulting from this Interlocal Agreement shall be in the Circuit Court in and for Flagler County, Florida.

Section 8. Waiver. A waiver by any party of any breach of this Interlocal Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by the City of Palm Coast or the acceptance thereof by the City of Bunnell with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 9. Entire Agreement, Amendment and Assignment. This Interlocal Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all discussions, understandings and agreements. This Interlocal Agreement shall not be modified or amended except by written instrument duly executed by the parties hereto. No party shall assign the Interlocal Agreement, or any interest herein, without the express written consent of the other party.

Section 10. Severability. In the event any term or provision of this Interlocal Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Interlocal Agreement shall be construed to be in full force and effect.

Section 11. Headings. The headings of the sections and subsections contained in this Interlocal Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any. They are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Interlocal Agreement, or any provision hereto.

Section 12. Interpretation. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. This Interlocal Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties contributed substantially and materially to its preparation. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpretated or construed against either party.

Section 13. Binding Effect. This Interlocal Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Interlocal Agreement, and that it has the legal authority to enter into this Interlocal Agreement and to undertake all obligations imposed on it.

Section 14. Time of the Essence. Time is of the essence in the lawful performance of the duties and obligations contained in this Interlocal Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Interlocal Agreement.

Section 15. Notice. Each party shall furnish to the other party such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addresses as follows:

FOR CITY OF PALM COAST:

City of Palm Coast
Attn: City Manager
160 Lake Avenue
Palm Coast, Florida 32164-2400

With copy to: Douglas Law Firm
Attn: Marcus Duffy, City Attorney
712 South Ocean Shore Boulevard
Flagler Beach, Florida 32136-3602

FOR CITY OF BUNNELL:
City of Bunnell
Attn: City Manager
2400 Commerce Parkway
Bunnell, Florida 32110

With copy to: City of Bunnell
Attn: Paul Waters, City Attorney
2400 Commerce Parkway
Bunnell, Florida 32110

Except as otherwise provided in this Interlocal Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Any party or other person to whom notices are to be sent or copied may notify the other party and addressees of any change in name or address to which notices shall be sent by providing the same upon five (5) days' written notice to the party and addressees set forth herein.

Section 16. Effective Date. This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein and filed with the Clerk of Court in accordance with Section 163.01(11), Florida Statutes.

Section 17. Term. The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties, or its expiration as provided in Section 2.d. above.

Section 18. Counterparts. This Interlocal 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.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, this Interlocal Agreement for the closure of the Lamberts Street FEC at-grade crossing closing has been executed by and on behalf of the Palm Coast City Council on this _____ day of _____, 2025.

ATTEST:

CITY OF PALM COAST, FLORIDA

By:_____

By:_____

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, this Interlocal Agreement for the closure of the Lamberts Street FEC at-grade crossing has been executed by and on behalf of the Bunnell City Commission on this 25th day of August 2025.

CITY OF BUNNELL, FLORIDA

_____
Catherine D. Robinson, Mayor

Approved as to Form:

_____
Vose Law Firm, City Attorney

ATTEST:

_____
Kristen Bates, MMC, City Clerk

Seal:

City of Bunnell, Florida

Agenda Item No. C.6.

Department: City Clerk
Subject: Request Approval of Data – Sharing and Usage Agreement with the Flagler County Property Appraiser Office
Agenda Section: Consent Agenda:

ATTACHMENTS:
Description
Data Sharing Agreement - CITY OF BUNNELL.docx

Summary/Highlights:

The Flagler County Property Appraiser Office has requested the City execute a data sharing agreement. This Agreement is updated annually and was last signed in July 2024.

Background:

The City receives GIS data from the County E-911 department. This data is provided by the Flagler County Property Appraiser.

To add protection to Flagler County property owners who are confidential or blocked from public view, the Flagler County Property Appraiser has decided that each agency who receives this data, must agree to not release shared data that may reveal identifying information for these specific parcels which are names and mailing addresses.

Each year every agency and taxing authority is required to sign an annual Data Sharing Agreement between the Property Appraiser and the Agency.

Staff Recommendation:

Approval of Request Approval of Data – Sharing and Usage Agreement with the Flagler County Property Appraiser Office

City Attorney Review:

Approved for agenda

James E. Gardner Jr., CFA

Flagler County Property Appraiser

Data – Sharing and Usage Agreement

CITY OF BUNNELL

This Data Sharing and Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **CITY OF BUNNELL**, hereafter referred to as **agency**, can acquire and use Flagler County Property Appraiser (FCPA) data that is exempt from Public Records disclosure as defined in FS 119.071.

As of July 1, 2021, the Florida Public Records Exemptions Statute was amended as it relates to the publicly available records maintained by the county property appraiser and tax collector. As a result, exempt (aka confidential) parcels and accounts have been added back to our website and data files. No owner names, mailing addresses, or official records (OR) book and pages of recorded documents related to these parcels/accounts, appear on the Property Appraiser's website or in data files. In addition, the Flagler County Property Appraiser's mapping site has been modified to accommodate the statutory change. See Senate Bill 781 for additional information.

The confidentiality of personal identifying information including names, mailing address and OR Book and Pages owned by individuals that have received exempt/confidential status, hereinafter referred to as "confidential data", will be protected as follows:

1. The **agency** will not release "confidential data" that may reveal identifying information of individuals exempted from Public Records disclosure.

2. The **agency** will not present the "confidential data" in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.

3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying information that is the subject of this Agreement.

4. The **agency** shall ensure any employee granted access to "confidential data" is subject to the terms and conditions of this Agreement.

5. The **agency** shall ensure any third party granted access to "confidential data" is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.

The term of this Agreement shall commence on July 1, 2025, and shall run until June 30, 2026, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew. A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Flagler County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

FLAGLER COUNTY PROPERTY APPRAISER	**CITY OF BUNNELL**
Signature: _____	Signature: _____
Print: James E. Gardner Jr., CFA	Print: Catherine D. Robinson
	Title: Mayor
Date: _____	Date: _____

City of Bunnell, Florida

Agenda Item No. D.1.

Document Date: 08/14/2025
Department: Community Development
Subject: Ordinance 2025-10: Requesting to amend the Official Zoning Map of the City of Bunnell for 2,788+/- acres of land from Flagler County "AC, Agricultural" and City of Bunnell "R-1, Single Family Residential District" and "AG&S, Agricultural and Silviculture District" to the City of Bunnell "PUD, Planned Unit Development District" and approving the Reserve at Haw Creek Planned Unit Development Agreement - First Reading
Agenda Section: **Ordinances: (Legislative):**

ATTACHMENTS:
Description
Ordinance 2025-10 Reserve at Haw Creek PUD Rezoning
Reserve at Haw Creek Planned Unit Development Agreement
Traffic Impact Analysis - Reserve at Haw Creek
Business Impact Statement Ord 2025-10

Summary/Highlights:

THIS IS A QUASI-JUDICIAL HEARING AND WILL FOLLOW QUASI-JUDICIAL PROCEDURES.

ANY EX PARTE COMMUNICATIONS MUST BE DISCLOSED INCLUDING ANY COMMUNICATIONS, TESTIMONTY AND EVIDENCE PROVIDED OR RECEIVED OUTSIDE OF THIS HEARING

This is a request to amend the Official Zoning Map of the City of Bunnell for 2,788+/- acres of land from Flagler County "AC, Agricultural" and City of Bunnell "R-1, Single Family Residential District" and "AG&S, Agricultural and Silviculture District" to the City of Bunnell "PUD, Planned Unit Development District" and for the approval of the Planned Unit Development (PUD) Agreement for the development known as the Reserve at Haw Creek.

There is a companion item (Ordinance 2024-09) to amend the Future Land Use Map from "Single Family-Low Density" and "Agricultural & Silviculture" to "Rural Estates", "Single Family-Low Density", "Single Family-Medium Density", "Multifamily", "Commercial-Medium", "Industrial", and "Public". The Ordinance is currently scheduled for Second and Final Reading on September 8th, 2025.

In accordance with LDC Section 2-87, notices detailing the date, time, and location of the

meeting were mailed to property owners of property within the City limits and within 300 feet of the subject property on August 14, 2025. Signs detailing the date, time, and location were posted within the right-of-way adjacent to the subject property on August 15, 2025.

Background:

The applicant, Northeast Florida Developers, LLC as authorized by the property owner JM Properties X, LLC, has applied to rezone the subject property, located between State Road 11, State Highway 100 West, County Road 302, and County Road 65, from Flagler County "AC, Agricultural" and City of Bunnell "R-1, Single Family Residential District" and "AG&S, Agricultural & Silviculture District" to the "PUD, Planned Unit Development District". With this application to rezone also include the request for approval of the Planned Unit Development (PUD) agreement for the development known as the Reserve at Haw Creek.

The Reserve at Haw Creek PUD contains criteria that deviates from the City's Land Development Code such as lot sizes, parking requirements, land uses, landscaping requirements, etc. Any regulation that is not specifically called out in the PUD agreement is automatically defaulted to the City's Land Development Code and Code of Ordinances.

The Reserve at Haw Creek development will also be subject to requirements by other governmental agencies for the following:

- Stormwater management and Wetland Delineations (St. Johns River Water Management District)
- Roadway access and roadway improvements (Florida Department of Transportation and Flagler County)
- Water Supply and treatment capacity (St. Johns River Water Management District)
- Wastewater capacity (Florida Department of Environmental Protection)
- Public School mitigation fees (Flagler County School District)

Additionally, the most recent traffic impact analysis report is attached. This report has been reviewed by Bunnell planning staff, the Florida Department of Transportation, Flagler County, and the City of Palm Coast. All jurisdictions reviewing this matter has had all concerns and comments addressed and have approved the methodology for the traffic analysis contained therein. This traffic impact analysis will serve as the "approved master TIA" that is identified within the companion development agreement for performing all future traffic impact studies for each identified phase within this PUD.

<u>Public Participation</u>
The applicant scheduled two (2) community meetings at 6pm on July 23, 2024 and July 31, 2024. All neighboring residents within 300 feet of the project's boundaries were notified by mail and an ad was posted in the Observer Local News. The applicant stated they had an abundance of residents in attendance that inquired about the scope of the project and asked questions related to stormwater management and traffic concerns.

<u>PZA Board Recommendation</u>
The PZA Board heard this item at their January 7, 2025 regularly scheduled meeting and recommended approval of the Reserve at Haw Creek PUD rezoning and agreement with the

following recommendations:

1. Reduce the residential density to 5,500 dwelling units.
2. Include the new stormwater regulations contained within HB 7053 into the PUD.
3. Provide language relating to Cup for cup compensating storage within the floodplain.
4. Include historic tree protection measures.
5. Increase the buffers abutting residential lots/uses to 50ft landscaped and 35ft undisturbed natural vegetation.
6. Prohibit installing individual residential well and septic systems within the development.
7. Include the most recently submitted traffic impact analysis to the City Commission.
8. Consider reducing the maximum sign size and height for entrance signage.
9. Consider the light pollution from the signage and include language on mitigating the effects of the lighting of the signs to the surrounding area.
10. Consider hosting another City Commission workshop for the PUD.
11. Reconsider the ingress and egress access points on the roadways.

The applicant has continuously worked with the public and the City to ensure the proposed development is planned properly. They have made revisions to the PUD since the PZA Board meeting, including but not limited to, the following:

1. Reduced the overall density to 6,100 dwelling units, reduced the total of RV sites, and increased the commercial and industrial square footage.
2. Included provisions for outdoor lighting protection and regulation.
3. Included prohibitions on individual residential well and septic systems.
4. Reduced the sign height in relation to setbacks from SR 100 West.
5. Removed the multifamily land use adjacent to the unincorporated property to the mid-west of the development.
6. Increased the vegetative buffer (landscape or natural) to 50ft along CR 65 and CR 80 as well as having a 50ft buffer between residential uses outside of the boundaries for the development.
7. Included a provision to protect historic trees.

Staff Recommendation:

Approval of Ordinance 2025-10 Requesting to amend the Official Zoning Map of the City of Bunnell for 2,788+/- acres of land from Flagler County "AC, Agricultural" and City of Bunnell "R-1, Single Family Residential District" and "AG&S, Agricultural and Silviculture District" to the City of Bunnell "PUD, Planned Unit Development District" and approving the Reserve at Haw Creek Planned Unit Development Agreement- First Reading

City Attorney Review:

Approved for agenda

City Manager Review/Recommendation:

Approved

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY TOTALING 2,788± ACRES, GENERALLY LOCATED BETWEEN WEST MOODY BOULEVARD/STATE HIGHWAY 11, STATE HIGHWAY 100 WEST, COUNTY ROAD 302, AND COUNTY ROAD 65, IN THE CITY OF BUNNELL LIMITS FROM FLAGLER COUNTY "AC, AGRICULTURAL DISTRICT," CITY OF BUNNELL "R-1, SINGLE FAMILY RESIDENTIAL DISTRICT," AND "AG&S, AGRICULTURAL & SILVICULTURE DISTRICT" TO CITY OF BUNNELL "PUD, PLANNED UNIT DEVELOPMENT DISTRICT"; APPROVING THE RESERVE AT HAW CREEK PLANNED UNIT PUD AGREEMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, *Constitution of the State of Florida*, authorizes the City of Bunnell to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, §166.041, *Florida Statutes*, provides for procedures for the adoption of ordinances by municipalities; and

WHEREAS, §163.3194(1)(b), *Florida Statutes*, requires all land development regulations enacted or amended to be consistent with the City's adopted comprehensive plan; and

WHEREAS, JM Properties X, LLC ("Owner"), a Florida Limited Liability Company, is the owner of certain real property which land totals 2,788± acres in size ("Subject Property") and are assigned Tax Parcel Identification Numbers as listed in this Ordinance by the Flagler County Property Appraiser's Office; and

WHEREAS, Northeast Florida Developers, LLC ("Applicant") has applied, as authorized by the Owner, to the City of Bunnell ("City") pursuant to the controlling provisions of state law and the *City of Bunnell Land Development Code* ("LDC"), to have the Subject Property located generally between West Moody Boulevard/State Highway 11, State Highway 100 West, County Road 302, and County Road 65, more particularly described in Exhibit "A", to be rezoned to the City of Bunnell "PUD, Planned Unit Development District" from the existing Flagler County "AC, Agricultural" and City of Bunnell "AG&S, Agricultural & Silviculture" and "R-1, Single Family Residential" zoning districts; and

WHEREAS, the City has amended the Future Land Use Map ("FLUM") for the Subject Property from "Conservation-1" and "Single Family-Low Density" to "Single Family-Low Density," "Single Family-Medium Density," "Multifamily," "Commercial-Medium," "Industrial," "Public," and "Rural Estates" through a large-scale comprehensive plan amendment pursuant to §163.3184(4), *Florida Statutes*, as applied for by the Applicant; and

WHEREAS, the subject properties are currently vacant and primarily used for silvicultural purposes; and

WHEREAS, the applicant plans to develop the Subject Property into a Planned Unit Development known as the Reserve at Haw Creek ("PUD") that will primarily consist of a mix of residential uses and approximately 50± acres of commercial uses that will serve both the development community and the City of Bunnell at large; and

WHEREAS, the Applicant requests approval for this PUD on the Subject Property per the conditions and criteria set forth in the Planned Unit Development Agreement, attached hereto and incorporated herein as Exhibit "C" ("PUD Agreement"); and

WHEREAS, the Applicant and Owner voluntarily agrees with the conditions, terms, and restrictions hereinafter recited and as included in the PUD Agreement; and

WHEREAS, the City Commission of the City of Bunnell, Florida ("City Commission") finds that this PUD Agreement has been properly conditioned with terms and restrictions to be consistent with the City's 2035 Comprehensive Plan and LDC and that the conditions, terms, restrictions, and requirements set forth herein are necessary to ensure compliance with the Comprehensive Plan and LDC and the protection of the public health, safety and general welfare of the citizens of the City and unincorporated Flagler County; and

WHEREAS, additional conditions of approval may also be included within the minutes of relevant meetings of the Planning, Zoning and Appeals Board and City Commission, and any representations or promises made by the Applicant and/or Owners during the zoning review and approval process for the PUD (whether oral or in writing) shall also be additional conditions of approval if deemed appropriate by the City; and

WHEREAS, the PUD Agreement is non-statutory and not subject to or enacted pursuant to the provisions of §163.3220 – 163.3243, *Florida Statutes*; and

WHEREAS, the City's Community Development Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application and PUD Agreement be approved and has otherwise reviewed and evaluated the application to determine whether it comports with sound and generally accepted land use planning practices and

principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City's *2035 Comprehensive Plan*; and

WHEREAS, the City of Bunnell's Planning, Zoning and Appeals Board, acting as the City's local planning agency, held a public meeting on January 7, 2025 to consider amending the Official Zoning Map of the City of Bunnell, along with approving the PUD Agreement, and recommended approval of the proposed PUD and rezoning for the Subject Property as requested by the Applicant and Owners with the following conditions:

1. Reduce the residential density to 5,500 dwelling units;
2. Include the new stormwater regulations contained within HB 7053 into the PUD;
3. Provide language relating to cup for cup compensating storage within the floodplain;
4. Include historic tree protection measures;
5. Increase the buffers abutting the residential lots/uses to 50ft landscaped and 35ft undisturbed natural vegetation;
6. Prohibit installing individual residential well and septic systems within the development;
7. Include the most recently submitted traffic impact analysis to the City Commission;
8. Consider reducing the maximum sign size and height for entrance signage;
9. Consider the light pollution from the signage and include language on mitigating the effects of the lighting of the signs to the surrounding area;
10. Consider hosting another City Commission workshop for the PUD;
11. Reconsider the ingress and egress access points on the state roadways; and

WHEREAS, professional City planning staff, the City's Planning, Zoning and Appeals Board, and the City Commission have determined that the proposed PUD Agreement and rezoning of the Subject Property as set forth in this Ordinance is consistent with the City's *2035 Comprehensive Plan*, the LDC, and controlling provisions of state law; and

WHEREAS, the Applicant's application for a Planned Unit Development is approved subject to the PUD Agreement's terms, conditions, restrictions, and requirements;

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State and local law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

(a) The forgoing recitals (whereas clauses), along with the City staff report and City Commission agenda memorandum relating to the application of the proposed rezoning

of the Subject Property, are hereby adopted and incorporated into this Ordinance as the legislative and administrative findings of the City Commission.

(b) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Rezoning of Real Property/Implementing Actions.

(a) Upon enactment of this Ordinance, the following described property, as legally described in Exhibit "A" and depicted in Exhibit "B" attached to this Ordinance, and totaling 2,788± acres in size, shall be rezoned to the City of Bunnell "PUD, Planned Unit Development District" zoning classification from the existing Flagler County "AC, Agricultural District" and City of Bunnell "AG&S, Agricultural & Silviculture District" and "R-1, Single Family Residential District" zoning classifications.

(b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

Section 3. Planned Unit PUD Agreement.

(a) The Reserve at Haw Creek Planned Unit PUD Agreement ("PUD Agreement") and its exhibits attached hereto as Exhibit "C", with all appropriate signatures and joinders, is hereby adopted and approved by the City Commission of the City of Bunnell and shall constitute the regulations for the specific PUD District. The PUD Agreement shall be recorded in the Official Records of Flagler County, Florida, by the City Clerk.

(b) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 4. Parcel Information.

The parcels which are the subject of this Ordinance are as follows:

TAX PARCEL IDENTIFICATION NUMBER: 13-12-29-1250-00010-0000

TAX PARCEL IDENTIFICATION NUMBER: 13-12-29-1250-00100-0360

TAX PARCEL IDENTIFICATION NUMBER: 13-12-29-1250-00100-0380

TAX PARCEL IDENTIFICATION NUMBER: 13-12-29-1250-00100-0010

TAX PARCEL IDENTIFICATION NUMBER: 13-12-29-5550-00010-0010

TAX PARCEL IDENTIFICATION NUMBER: 13-12-29-5550-00080-0000

TAX PARCEL IDENTIFICATION NUMBER: 13-12-29-5550-00150-0000

TAX PARCEL IDENTIFICATION NUMBER: 18-12-30-5550-00030-0010

TAX PARCEL IDENTIFICATION NUMBER: 18-12-30-5550-00010-0000

TAX PARCEL IDENTIFICATION NUMBER: 18-12-30-5550-00050-0110

TAX PARCEL IDENTIFICATION NUMBER: 18-12-30-5550-00120-0010

TAX PARCEL IDENTIFICATION NUMBER: 08-12-30-5550-00130-0000

TAX PARCEL IDENTIFICATION NUMBER: 17-12-30-0650-000D0-0000

TAX PARCEL IDENTIFICATION NUMBER: 20-12-30-0650-000B0-0010

TAX PARCEL IDENTIFICATION NUMBER: 20-12-30-0650-000A0-0030

TAX PARCEL IDENTIFICATION NUMBER: 16-12-30-0650-000B0-0010

TAX PARCEL IDENTIFICATION NUMBER: 16-12-30-0750-00010-0010

TAX PARCEL IDENTIFICATION NUMBER: 16-12-30-0750-00020-0000

TAX PARCEL IDENTIFICATION NUMBER: 16-12-30-0650-000A0-0010

TAX PARCEL IDENTIFICATION NUMBER: 16-12-30-0650-000B0-0000

TAX PARCEL IDENTIFICATION NUMBER: 21-12-30-0000-01010-0010

TAX PARCEL IDENTIFICATION NUMBER: 15-12-30-0850-000B0-0040

TAX PARCEL IDENTIFICATION NUMBER: 15-12-30-0650-000C0-0042

TAX PARCEL IDENTIFICATION NUMBER: 22-12-30-0650-000B0-0011

TAX PARCEL IDENTIFICATION NUMBER: 15-12-30-0650-000C0-0070

Section 5. Incorporation of Maps.

The map attached to this Ordinance as Exhibit “B” is hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 6. Conflicts.
All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

Section 7. Severability.
If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this ordinance not otherwise to be invalid, unlawful, or unconstitutional.

Section 8. Non-codificaiton.
This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the rezoning actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 9. Effective Date.
This Ordinance shall take effect upon the effective date of Ordinance 2024-09

First Reading: approved on this _____ day of _____, 2025.

Second Reading/Final Reading: adopted on this _____ day of _____ 2025.

CITY OF BUNNELL, FLORIDA

_____
Catherine D. Robinson, Mayor

ATTEST:

_____
Kristen Bates, MMC, City Clerk

Approved as to Form:

_____
Vose Law Firm, City Attorney

Seal:

Exhibit “A”

Reserve at Haw Creek Planned Unit Development
Parcel Boundary Legal Description

A PARCEL OF LAND LYING IN SECTION 8 OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 7, AND ALSO LYING IN SECTION 15, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF BUNNELL DEVELOPMENT COMPANYS LAND AS RECORDED IN MAP BOOK 1, PAGE 1, AND ALSO SECTION 16, TOWNSHIP 12 SOUTH, RANGE 30 EAST A PORTION OF WHICH LIES IN SAID BUNNELL DEVELOPMENT COMPANYS LAND, SECTION 17, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANY LAND, SECTION 18, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF SAID ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION, SECTIONS 20, 21, AND 22, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANYS LAND, AND ALSO LYING IN SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, PORTIONS OF WHICH LIE IN ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION AND CRESCENT SHORES SUBDIVISION AS RECORDED IN MAP BOOK 2, PAGE 17, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT A NAIL AND DISK LABELED “WILCOX LS2238”, MARKING THE NORTHWEST CORNER OF SAID SECTION 15, TOWNSHIP 12 SOUTH, RANGE 30 EAST AND BEAR S01°43'06"E ALONG THE WESTERLY LINE OF SECTION 15 A DISTANCE OF 25.00’ TO THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD(A 50’ PUBLIC RIGHT-OF-WAY), AND TO THE NORTHWEST CORNER OF THE LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (15-12-30-0850-000B0-0040) BEING THE POINT OF BEGINNING OF THIS DESCRIPTION. THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD ALSO BEING THE NORTHERLY LINE OF SAID LANDS REFERENCED IN PARCEL ID: (15-12-30-0850-000B0-0040), N89°53'29"E A DISTANCE OF 132.21'; THENCE DEPARTING SAID RIGHT-OF-WAY S01°39'01"E A DISTANCE OF 434.34'; THENCE N89°52'35"W A DISTANCE OF 17.83'; THENCE S01°38'50"E A DISTANCE OF 200.36'; THENCE N89°42'16"E A DISTANCE OF 574.18'; THENCE S01°34'38"E A DISTANCE OF 285.74'; THENCE N89°42'16"E A DISTANCE OF 306.03'; THENCE A DISTANCE OF S01°30'16"E 42.66'; THENCE N89°36'43"E A DISTANCE OF 330.97'; THENCE A DISTANCE OF S01°25'57"E A DISTANCE OF 1639.22' TO THE NORTHERLY LINE OF THE LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (15-12-30-0650-000C0-0042); THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL ID: (15-12-

30-0650-000C0-0042) N89°08'44"E A DISTANCE OF 164.44'; THENCE A DISTANCE OF S01°21'46"E A DISTANCE OF 1302.31'; THENCE N88°24'21"E A DISTANCE OF 44.66' TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11(SR11); THENCE ALONG THE SAID WESTERLY LINE OF SR11 S39°21'05"W A DISTANCE OF 1742.76' TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE CONTINUE S39°21'05"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SR11 A DISTANCE OF 647.22' TO THE EASTERLY LINE OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 30 EAST ; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S39°21'05"W A DISTANCE OF 3753.88' TO A POINT OF CURVATURE, CONCAVE SOUTHEASTERLY; THENCE ALONG THE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 011°11’10”, A RADIUS OF 5807.06’, A LENGTH OF 1133.46’, A CHORD BEARING OF S33°45'35"W AND A CHORD DISTANCE OF 1131.66' TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SR11 S28°10'05"W A DISTANCE OF 951.54' TO THE SOUTHERLY LINE OF SAID SECTION 21, AND THE SOUTHERLY LINE OF LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (21-12-30-0000-01010-0010); THENCE ALONG THE SOUTHERLY LINE OF SECTION 21, S88°42'07"W A DISTANCE OF 1983.84' TO THE SOUTHWEST CORNER OF SECTION 21; THENCE ALONG THE WESTERLY LINE OF SECTION 21 N01°44'23"E A DISTANCE OF 3242.53' TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE S89°13'30"W A DISTANCE OF 1994.32' TO THE LANDS OCCUPIED BY JOYCE WALLACE, OR 2173, PG 1759; THENCE N00°27'07"W A DISTANCE OF 672.43'; THENCE N88°53'32"E A DISTANCE OF 460.30'; THENCE N00°59'31"E A DISTANCE OF 661.67'; THENCE S88°54'19"W A DISTANCE OF 1266.54’ TO THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 20; THENCE CONTINUE S88°54'19"W A DISTANCE OF 1315.79’; THENCE S01°06'12"E A DISTANCE OF 1322.07'; THENCE S89°13'30"W A DISTANCE OF 657.42' TO THE SOUTHEAST CORNER OF TRACT 8, BLOCK B, OF SECTION 20, BUNNELL DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N01°16'04"W ALONG THE EASTERLY LINE OF SAID TRACT 8, A DISTANCE OF 638.83'; THENCE N89°01'18"W ALONG THE NORTHERLY LINE OF TRACT 8, A DISTANCE OF 660.43' TO THE CENTERLINE OF WEST BLACK POINT ROAD, A 50’ MAINTAINED PUBLIC RIGHT-OF-WAY; THENCE N01°12'21"W ALONG THE CENTERLINE OF WEST BLACK POINT ROAD, A DISTANCE OF 1977.10' TO THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION; THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, N01°40'52"E A DISTANCE OF 19.90'; THENCE DEPARTING THE CENTERLINE OF WEST BLACK POINT ROAD AND THE EASTERLY LINE OF THE

SOUTHEAST QUARTER OF SECTION 18, N84°12'43"W A DISTANCE OF 1569.58'; THENCE S22°06'08"W A DISTANCE OF 223.70' TO THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 18; THENCE S88°59'14"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 986.38' TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 18; THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 18 S88°59'14"W A DISTANCE OF 2631.80' TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION; THENCE S89°46'37"W ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 A DISTANCE OF 2615.38' TO THE EASTERLY LINE OF COUNTY ROAD 65(FORMERLY DEAN ROAD PER SAID CRESCENT SHORES SUBDIVISION PLAT), AN 80’ MAINTAINED PUBLIC RIGHT-OF-WAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 65, N00°48'58"W A DISTANCE OF 2634.39’ TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID CRESCENT SHORES SUBDIVISION, ALSO BEING THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 13; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N00°50'16"W A DISTANCE OF 655.12’ TO AN INTERSECTION WITH THE NORTHERLY LINE OF CRESCENT SHORES SUBDIVISION; THENCE DEPARTING THE RIGHT-OF-WAY LINE N89°22'31"E A DISTANCE OF 620.87'; THENCE N02°04'51"W A DISTANCE OF 656.30'; THENCE N89°17'01"E A DISTANCE OF 1162.49'; THENCE N01°21'44"W A DISTANCE OF 1301.32' TO THE SOUTHERLY LINE OF COUNTY ROAD 302(CR302), A 95’ PUBLIC RIGHT-OF- WAY; THENCE ALONG THE SAID SOUTHERLY LINE OF CR302, N89°32'29"E A DISTANCE OF 647.15' TO A POINT AT AN INTERSECTION WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, SAID POINT LYING AT A DISTANCE OF 20.23’ AND AT A BEARING OF S05°56’43”E OF A 6x6 CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 18; THENCE N89°37'36"E ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18 A DISTANCE OF 226.40’ TO AN INTERSECTION WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18 PER FLAGLER COUNTY PROPERTY APPRAISERS OFFICE; THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF CR302, S00°45'47"E A DISTANCE OF 1329.37'; THENCE N88°12'58"E A DISTANCE OF 656.83' TO THE SOUTHWEST CORNER OF THE LANDS OCCUPIED BY CHARLIE BEMBRY, REFERENCED BY FLAGLER COUNTY PARCEL ID: (18-12-30-5550-00040-0010); THENCE CONTINUE N88°12’58”E, ALONG THE SOUTHERLY LINE OF BEMBRY’S, A DISTANCE OF 349.68’; THENCE N00°45'26"W ALONG THE EASTERLY LINE OF BEMBRY’S A DISTANCE OF 12.66' TO THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18; THENCE N89°19'01"E A DISTANCE OF 966.42’ TO THE SOUTHEAST CORNER OF

LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (18-12-30-5550-00030-0020); THENCE N00°54'32"E ALONG THE EASTERLY LINE OF SAID LANDS A DISTANCE OF 1286.40' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CR302; THENCE N89°37'36"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 372.38'; THENCE N21°21'23"E A DISTANCE OF 33.00'; THENCE N89°37'36"E A DISTANCE OF 158.57' TO A NON-RADIAL INTERSECTION WITH A CURVE, CONCAVE NORTHEASTERLY, IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100(SR100, A 100' RIGHT-OF- WAY AT PRESENT); THENCE ALONG THE CURVE TO THE LEFT BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 SAID CURVE HAVING A DELTA OF 008°35'47", A RADIUS OF 5779.65', A LENGTH OF 867.16', A CHORD BEARING OF S81°21'35"E, AND A CHORD DISTANCE OF 866.35' TO A POINT OF TANGENCY IN THE SAID RIGHT-OF-WAY LINE; THENCE CONTINUE ALONG THE RIGHT-OF-WAY OF SR100 S85°39'29"E A DISTANCE OF 1284.36' TO LANDS OF THE POLONIA SOCIETY AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (07-12-30-5550-00160-0030) AND TO THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION AS NOW IN USE; THENCE DEPARTING THE RIGHT-OF-WAY OF SR100 S00°09'41"W ALONG SAID WESTERLY LINE OF SECTION 8 A DISTANCE OF 479.76' TO THE SOUTHERLY LINE OF THE POLONIA SOCIETY LANDS; THENCE S89°45'41"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 720.47' TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID LANDS; THENCE N00°41'17"W ALONG THE EASTERLY LINE OF SAID LANDS OF THE POLONIA SOCIETY A DISTANCE OF 428.70' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE S85°39'29"E ALONG THE RIGHT-OF- WAY LINE OF SR100 A DISTANCE OF 1326.32' TO AN INTERSECTION WITH THE WESTERLY LINE OF BLOCK 14, TRACT 1, SECTION 8, ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION, ALSO BEING THE NORTHWEST CORNER OF LANDS AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550- 00140-0000); THENCE S00°42'49"E ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 300.13' TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS COMPANYS SUBDIVISION; THENCE ALONG SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 17, N88°35'17"E A DISTANCE OF 1320.49' TO A 4x4 CONCRETE MONUMENT MARKING THE NORTH 1/4 CORNER OF SECTION 17; THENCE N89°27'03"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 17 A DISTANCE OF 662.91' TO THE WESTERLY LINE OF THE LANDS DESCRIBED IN OR 496, PAGE(S) 1649 AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550-00150-0035); THENCE S01°00'11"E ALONG SAID WESTERLY LINE A DISTANCE OF 44.86' TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE ALONG THE SOUTHERLY LINE

OF SAID LANDS S85°39'50"E A DISTANCE OF 254.42’ TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OR 496, PAGE(S) 1651, AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550-00150-0032); THENCE CONTINUE S85°39'50"E ALONG THE SOUTHERLY LINE OF SAID LANDS A DISTANCE OF 270.82’ TO THE EASTERLY LINE OF SAID LANDS; THENCE N00°55’58”E ALONG SAID EASTERLY LINE, A DISTANCE OF 135.47’ TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG THE SOUTHERLY RIGHT- OF-WAY LINE S85°39’29”E A DISTANCE OF 138.69’; THENCE DEPARTING THE RIGHT-OF-WAY LINE S00°51’24”E A DISTANCE OF 34.05’ TO SAID NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 17; THENCE ALONG SAID NORTHERLY LINE N89°27’03”E A DISTANCE OF 397.59’ TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG THE RIGHT-OF-WAY LINE OF SR100 S85°39’23”E A DISTANCE OF 86.59’ TO A POINT OF CURVATURE, CONCAVE NORTHEASTERLY; THENCE ALONG THE CURVE TO THE LEFT, HAVING A DELTA OF 004°54’50”, A RADIUS OF 11,509.19’; A LENGTH OF 987.07’, A CHORD BEARING OF S88°06’54”E, AND A CHORD DISTANCE OF 986.77’; THENCE N89°25’41”E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100 A DISTANCE OF 1778.54’ TO THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF TRACT 2, BLOCK B, BUNNELL DEVELOPMENT COMPANYS SUBDIVISION WITH THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE CONTINUE ALONG THE SOUTHERLY RIGH-OF-WAY LINE OF SR100 N89°25’41”E A DISTANCE OF 66.42’ TO THE NORTHWEST CORNER OF LANDS OCCUPIED BY TAYLOR DESCRIBED IN OR 2650, PAGE 1753 AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (16-12-30-0650-000B0-0020); THENCE ALONG THE WESTERLY LINE OF SAID LANDS, S01°45’35”E A DISTANCE OF 609.33’; THENCE N89°24’00”E A DISTANCE OF 658.42’ TO THE EASTERLY LINE OF SAID LANDS OCCUPIED BY TAYLOR DESCRIBED IN OR 2650, PAGE 1753; THENCE N01°43'51"W A DISTANCE OF 610.14’ TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE N89°25'41"E A DISTANCE OF 19.40’ TO THE WESTERLY LINE OF LOT 8, BLOCK 1, BUNNELL GARDENS; THENCE DEPARTING THE RIGHT-OF-WAY LINE S01°58’41”E A DISTANCE OF 79.38’; THENCE N88°57’01”E A DISTANCE OF 102.38’; THENCE N01°58’01”W A DISTANCE OF 78.53’ TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG SAID RIGHT-OF-WAY LINE N89°25’41”E A DISTANCE OF 649.03’ TO A POINT OF CURVATURE, CONCAVE NORTHWESTERLY; THENCE ALONG THE CURVE TO THE LEFT HAVING A DELTA OF 012°21’59”, A RADIUS OF 1482.68’, A LENGTH OF 320.02’, A CHORD BEARING OF N83°15’40”E AND A CHORD DISTANCE OF 319.40’ TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD, A 50’ PUBLIC RIGHT-OF-WAY; THENCE ALONG THE SOUTHERLY RIGHT-

OF-WAY LINE OF DEEN ROAD N88°56’33”E A DISTANCE OF 1526.50’ TO THE POINT OF BEGINNING.

LESS THE FOLLOWING PARCELS AS REFERENCED BY FLAGLER COUNTY: 17-12-30-0650-000D0-0010 ~ 5.2401 ACRES MORE OR LESS

17-12-30-0650-000D0-0011 ~ 5.2711 ACRES MORE OR LESS

20-12-30-0650-000A0-0010 ~ 16.1628 ACRES MORE OR LESS

17-12-30-0650-000B0-0000 ~ 5.706 ACRES MORE OR LESS (ALBERT)

18-12-30-5550-00120-0031 ~ 4.9726 ACRES MORE OR LESS (BUBBA)

18-12-30-5550-00120-0030 ~ 4.9772 ACRES MORE OR LESS (RHONDA)

13-12-29-1250-00100-0400 ~ 0.1256 ACRES MORE OR LESS (SCOTTS)

ALSO, LESS AND EXCEPT THE FOLLOWING:

LESS OVER 27 ACRES FOR ROADS AND RIGHTS-OF-WAYS INCLUDING DEEN ROAD, STATE ROAD 11, COUNTY ROAD 80, COUNTY ROAD 65, COUNTY ROAD 302, STATE ROAD 100(STATE ROAD 20), COUNTY ROAD 5 WEST(WEST BLACK POINT ROAD), BLACK POINT ROAD, EAST BLACK POINT ROAD AND VARIOUS OTHER ACCESS EASEMENTS AS RECORDED IN PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SUBJECT TO EASEMENTS AND ROAD RIGHTS-OF-WAYS AS RECORDED IN BUNNELL DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND ALSO AS RECORDED IN ST. JOHNS DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 7, AND ALSO AS RECORDED IN BUNNELL GARDENS, MAP BOOK 2, PAGE 6, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND ALSO AS RECORDED IN CRESCENT SHORES, MAP BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A 300’ WIDE POWER LINE EASEMENT ENCUMBERING 71.3435 ACRES, AND VARIOUS OTHER ENCUMBERING INSTRUMENTS FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

Exhibit "B"

Amended City of Bunnell Zoning Map

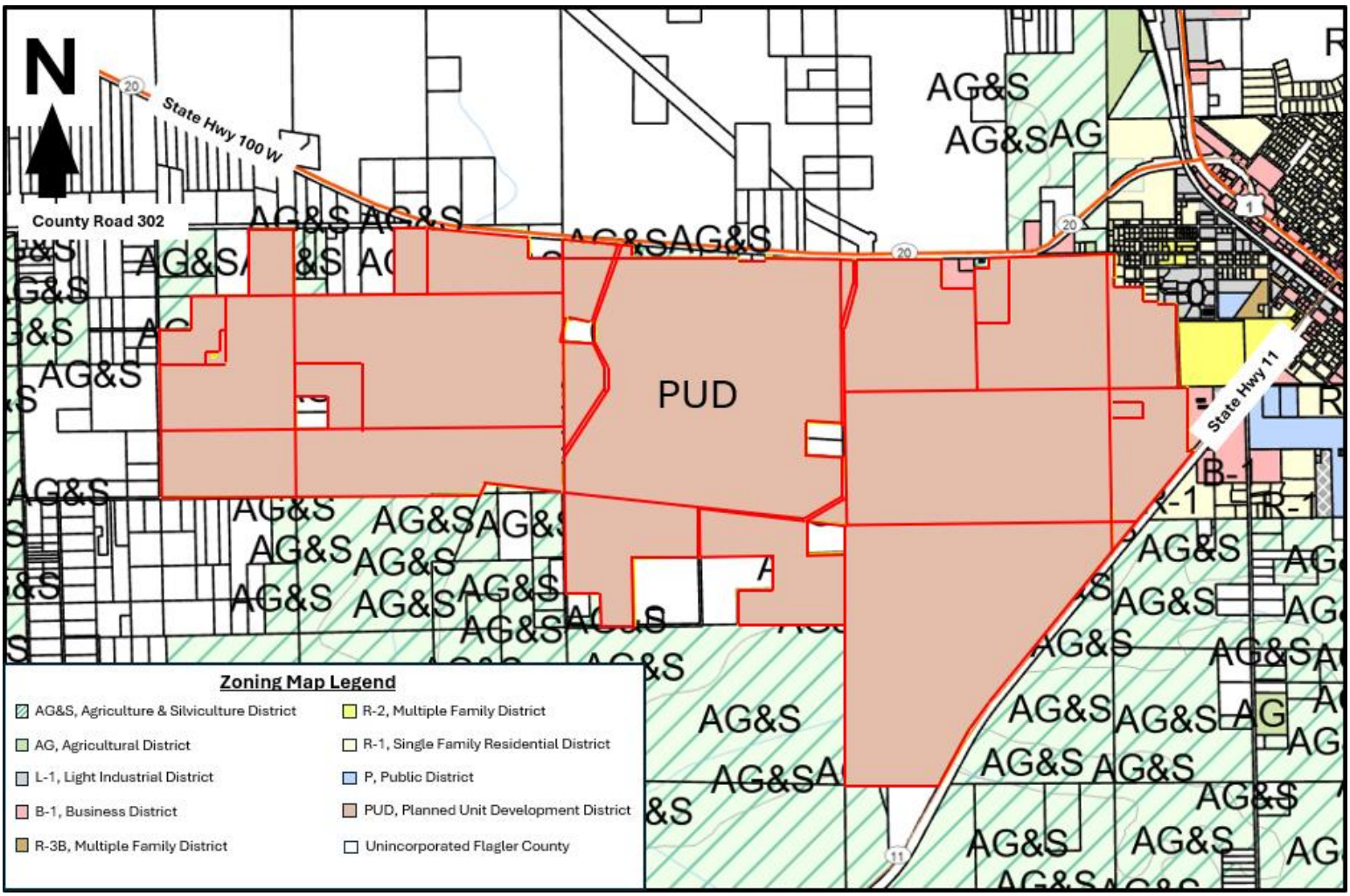

Exhibit “C”

Reserve at Haw Creek
Planned Unit Development Agreement

RESERVE AT HAW CREEK
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS PLANNED UNIT DEVELOPMENT AGREEMENT, (herein referred to as the "PUD Agreement") is made and executed this _____ day of _____, 2025, by and between the **CITY OF BUNNELL**, a Florida municipal corporation (herein referred to as the "City"), and the owner of the subject property, JM Properties X, LLC (herein referred to from time-to-time as the "Owner" regardless of whether singular or plural ownership status), where they do hereby agree and covenant, and bind their heirs, successors, and assigns as described within this PUD Agreement.

WITNESSETH:

WHEREAS, JM Properties X, LLC, is the principal owner of 2,788(+/-) acres of land, and is more particularly described in **Exhibit "B" (herein referred to as "Property" or "Subject Property")**; and

WHEREAS, the Owner desires to develop the Property for a residential, commercial, and mixed-use development ("Project"); and

WHEREAS, the City adopted a large-scale amendment to the 2035 Comprehensive Plan for the purpose of revising the Future Land Use Map ("FLUM") pertinent to the Subject Property in order to ensure the accuracy and internal consistency of the plan, pursuant to Ordinance 2024-09; and

WHEREAS, the Subject Property has multiple Future Land Use Map designations that consist of Rural Estates, Single Family-Low Density, Single Family-Medium Density, Multifamily, Commercial-Medium, Industrial, and Public; and

WHEREAS, the City's Community Development Department, Infrastructure Department, Engineering Department, and City Clerk's Office, in order to ensure consistency of this PUD Agreement with the 2035 Comprehensive Plan and Land Development Code ("LDC"), have reviewed and considered the PUD Agreement; and

WHEREAS, professional City planning staff, the City of Bunnell Planning, Zoning and Appeals Board (PZA), and the City of Bunnell City Commission find that this PUD Agreement is consistent with the City's Comprehensive Plan and LDC and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City; and

WHEREAS, the City finds that this PUD Agreement does not adversely affect the orderly development of the City as embodied in the City's Comprehensive Plan and LDC; will not adversely affect the health and safety of residents in the area; will not be detrimental to the natural environment or to the use of the adjacent properties in the general neighborhood; and the PUD Agreement will accomplish the objectives and meet the standards within Chapter 34, Article IV, Division 2, of the LDC; and

WHEREAS, the City of Bunnell City Commission further finds that this PUD Agreement is consistent with and an exercise of the City's powers under the *Municipal Home Rule Powers Act*; Article VIII, Section 2(b) of the *Constitution of the State of Florida*; Chapter 166, *Florida Statutes*; the *City of Bunnell City Charter*; the *City of Bunnell Land Development Code*; other controlling law; and the City's police powers; and

WHEREAS, this is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*; and

NOW, THEREFORE, it is hereby resolved and agreed by and between the City and the Owner that the Planned Unit Development ("PUD") is approved subject to the following terms and conditions:

Section 1. Recitals.
The above recitals are true and correct and are incorporated herein by this reference and form a material part of this PUD Agreement upon which the City and the Owner have relied.

Section 2. Ownership.
(a) The Owner hereby represents and warrants to the City that it is the principal Owner of the Subject Property in accordance with the Quit Claim Deed provided by the Owner, recorded in Book 2848, Page 1888 in the Public Records of Flagler County, Florida.

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

Section 3. Approval of Planned Unit Development.

(a) The City Commission of the City of Bunnell, at its _____, 2025 meeting, adopted Ordinance 2025-10 rezoning the Subject Property to PUD, Planned Unit Development, subject to the terms and conditions of this PUD Agreement.

(b) The Owner acknowledges that if this PUD Agreement is ever terminated, the approval shall be deemed null and void and the land uses approved for the Subject Property shall no longer be permitted, unless otherwise approved by the City Commission.

(c) The current provisions of the LDC, as may be amended from time-to-time, shall be applicable to the Subject Property unless otherwise specifically stated herein. Any City Code provision not specifically so identified will not be affected by the terms of this PUD Agreement and will be subject to enforcement and change under the same criteria as if no PUD Agreement were in effect.

Section 4. Planned Unit Development Criteria and Exhibits.

(a) This PUD Agreement allows for a mix of uses with specific development criteria as established within the following exhibits:

1. Exhibit “A” – Reserve at Haw Creek Planned Unit Development Criteria
2. Exhibit "B” – Property Boundary Legal Description with Survey
3. Exhibit "C” – Reserve at Haw Creek Master Conceptual Plan
4. Exhibit “D” – Greenspace and Park Space Distribution
5. Exhibit “E” – Reserve at Haw Creek Zone Map

(b) Exhibits “A” and “B” to this PUD Agreement are incorporated herein as if fully set forth herein verbatim.

(c) In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this PUD Agreement and/or Exhibit “A”, the textual provisions shall control.

(d) Exhibit “C”, The Reserve at Haw Creek Master Conceptual Plan, depicts the general layout of the entire development. The exact location of structures, lot lines, roadways, internal landscape buffers, wetlands, drainage facilities, and other improvements shown on the PUD Master Conceptual Plan may be modified during review of the Preliminary Plat/construction drawings and site development plans.

(e) Exhibit “D”, The Greenspace and Park Space Distribution, depicts general layout and distribution of park and greenspace for the community. Actual acreage and distribution will be a result of net developable area for each neighborhood as measured in acres and the resultant application of percentages of park and greenspace as outlined within the PUD.

(f) Exhibit “E”, The Reserve at Haw Creek Zone Map provides a visual reference for zoning district locations. The zoning district language outlined within the Planned Unit Development Criteria corresponds directly with the locations as illustrated on this map.

Section 5. Governing Law; Compliance with Law.
(a) This PUD Agreement shall be governed by and construed in accordance with the laws of the State of Florida, the LDC, and the Code of Ordinances of the City of Bunnell.

(b) If state or federal laws are enacted after execution of this PUD Agreement, which are applicable to and preclude the parties’ compliance with this PUD Agreement, this PUD Agreement shall be modified or revoked as necessary to comply with the relevant law.

Section 6. Third Party Rights.
This PUD Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

Section 7. Attorney’s Fees.
In the event of any action to enforce the terms of this PUD Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees, paralegals’ fees, and all costs incurred, whether the same be incurred in a pre-litigation negotiation, litigation at the trial, or at the appellate level.

Section 8. Force Majeure.
The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specific time period (“Time Period”) constitutes a default under terms of this PUD Agreement, if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party including, but not limited to, acts of God, acts of government authority (other than the City’s own acts), acts of public enemy or war, terrorism, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions (“Uncontrollable Event”), then notwithstanding any provision of this PUD Agreement to the contrary, that failure shall not constitute a default under this PUD Agreement and any Time Period prescribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event.

Section 9. Interpretation.
(a) The Owner and the City agree that all words, terms, and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this PUD Agreement.

(b) This PUD Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both parties have contributed to the drafting of this PUD Agreement subject, however, to the provisions of Section 16.

Section 10. Disclaimer.
The provisions granted within this PUD Agreement and Exhibits shall not be construed as an exemption from any other applicable local, state, or federal laws, regulations, requirements, permits, or approvals.

Section 11. Further Assurances.
Each party agrees to sign any other and further instruments and documents consistent herewith, as may be necessary and proper to give complete effect to the terms of this PUD Agreement.

Section 12. Minor Amendments.
(a) The following may be administratively authorized by City staff as minor amendments to this PUD Agreement:

1. Amendments to this PUD Agreement and/or Exhibits that are necessary for compliance with the provisions of this PUD Agreement, the LDC, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Unit Development approval process.
2. Application of the criteria set forth herein where there is not an exact application to the proposed use / development criteria. Application of comparable criteria as established herein may be interpreted by City staff in the application of development criteria.
3. Application of parking space quantities that fall short of that which is required if within 5% of total required parking, and it is determined that the applicant provided research or other proof the parking is not required, staff may adjust the required parking for select uses.
4. Any request that does not significantly affect the basic size, form, style, and appearance of the community and does not exceed allowed densities, setbacks, and heights as outlined in **Exhibit "A"** shall be allowed administratively.

(b) Requests for minor amendments shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the City's LDC.

(c) Denial of a requested minor amendment shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application

without a decision by the City, the applicant may apply for an amendment to the agreement.

(d) Approved minor amendments shall be noted on the official submittal documents.

(e) All minor amendments shall be documented in City recorded PUD documents for future reference.

Section 13. Major Amendments.

(a) Any revisions to this PUD Agreement and/or Exhibits other than a minor amendment as described above shall require a major amendment approved by the City Commission after review and recommendation by the City's Planning, Zoning and Appeals Board.

(b) Requests for major modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the City's general technical review process described in the LDC. Advertisement and notices shall be provided as if the application is one to rezone the property.

(c) In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee title holders, mortgages, or lien holders who now or hereafter own property subject to this PUD Agreement mutually agree as follows:

1. The property owners' association, community development district, or other development governing agency established for governance within the Reserve at Haw Creek shall be authorized to represent and execute amendments to this Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.
2. If any governing agency fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this PUD Agreement and applicable law.
3. For purposes of this section, a lot is "directly impacted" by an amendment to this PUD Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.

(d) No property owner other than one who actually executes an amendment shall be deemed to have waived his or her right to challenge a proposed or executed amendment in the same manner that an affected property owner may challenge zoning or related lot specific changes for property which is not subject to a planned development agreement. Such challenges include:

1. Objections to a proposed amendment before the City's Planning, Zoning and Appeals Board or City Commission.
2. Seeking certiorari review or injunctive action in relation to the adoption of such amendment as provided by law.
3. Consistency challenges as provided for in Section 163.3215, *Florida Statutes*, or any successor Florida Statute provision and/or City code.

Section 14. Variances.

Variances will be regulated in accordance with the standards for variances and the requirements for the granting of a variance as described in the LDC for only those conditions which allow for variances. The LDC variance application and notification process will be followed.

Section 15. Police Power and Sovereign Immunity Not Waived.

Nothing contained in this PUD Agreement and Exhibits shall be construed as a waiver of or contract with respect to the regulatory authority and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this PUD Agreement shall be construed as a waiver of or attempted waiver by the City of its Sovereign immunity under the constitution and laws of the State of Florida.

Section 16. Venue and Severability.

(a) In the event of any claim, action, litigation, or proceeding under this PUD Agreement, venue shall be in Flagler County, Florida.

(b) If any provision of this PUD Agreement is held by a court of competent jurisdiction to be invalid or otherwise enforceable, such holding shall not affect the validity or enforceability of any other provision of this PUD Agreement unless the holding so states.

Section 17. Effective Date; Implementation Date.

(a) This PUD Agreement shall be effective upon the effective date of the City of Bunnell Ordinance 2024-09 after execution by all parties. The restrictions on use and development imposed by this PUD Agreement shall be binding upon all successors in interest in the Subject Property.

(b) This PUD Agreement, and future amendments, shall run with the Subject Property in perpetuity as long as the physical development begins within 10 years. If no physical development has been initiated within 10 years of the effective date of this PUD Agreement, a 5-year extension may be requested in writing. If no extension requests are made in writing, this PUD Agreement shall become null and void.

Section 18. Complete Agreement; Agreement to be Recorded.

(a) This PUD Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this PUD Agreement is hereby voided and superseded by this PUD Agreement.

(b) Upon execution of this PUD Agreement by all parties, this PUD Agreement and any and all amendments hereto shall be recorded by the City with the Clerk of the Circuit Court of Flagler County, Florida, within thirty (30) days after its execution by the City.

IN WITNESS WHEREOF, the parties have caused this PUD Agreement to be duly executed by their duly authorized representatives as of the date first above written and hereto attached their hands and seals on the dates set forth below.

[SIGNATURES AND NOTARY BLOCKS ON NEXT PAGE]

WITNESSES:

JM PROPERTIES X, LLC
[OWNER]

_____
Witness 1

_____
Print Name of Witness 1

By:
Name:
Title:
Date:

_____
Witness 2

_____
Print Name of Witness 2

WITNESSES:

[APPLICANT, IF DIFFERENT FROM OWNER]

_____
Witness 1

_____
Print Name of Witness 1

By:
Name:
Title:
Date:

_____
Witness 2

_____
Print Name of Witness 2

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CITY OF BUNNELL, FLORIDA

_____
Catherine D. Robinson, Mayor

Approved as to Form:

_____
Vose Law Firm, City Attorney

ATTEST:

_____
Kristen Bates, MMC, City Clerk

Seal:

Exhibit "A"

Reserve at Haw Creek Planned Unit Development Criteria

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I. SUMMARY DESCRIPTION OF THE PROPERTY

A. The following chart includes the subject parcels of the proposed large scale land use amendment and planned unit development:

Survey Reference	Parcel ID (Flagler County)	Acreage +/-	
A1	16-12-30-0650-000A0-0010	136.99	ac
A2	16-12-30-0650-000B0-0010	143.36	ac
A3	16-12-30-0750-00010-0010	1.09	ac
A4	16-12-30-0750-00020-0000	17.60	ac
A5	15-12-30-0850-000B0-0040	56.89	ac
A6	15-12-30-0650-000C0-0042	71.15	ac
A7	16-12-30-0650-000B0-0000	311.88	ac
Purchase from Weyerhauser	15-12-30-0650-000C0-0070	4.60	ac
A8	22-12-30-0650-000B0-0011	3.03	ac
A9	21-12-30-0000-01010-0010	425.04	ac
B1	17-12-30-0650-000D0-0000	590.80	ac
B2B	20-12-30-0650-000B0-0010	97.70	ac
B2B	20-12-30-0650-000A0-0030	94.07	ac
C1	18-12-30-5550-00050-0110	278.93	ac
C2	18-12-30-5550-00010-0000	63.26	ac
C3	18-12-30-5550-00030-0010	19.75	ac
C4	08-12-30-5550-00130-0000	9.15	ac
C5	18-12-30-5550-00120-0010	29.84	ac
C6	13-12-29-5550-00010-0010	21.44	ac
C7	13-12-29-5550-00080-0000	119.98	ac
C8	13-12-29-5550-00150-0000	79.17	ac
C9	13-12-29-1250-00100-0010	2.85	ac
C10	13-12-29-1250-00010-0000	26.97	ac
C11	13-12-29-1250-00100-0380	0.13	ac
C12	13-12-29-1250-00100-0360	0.13	ac
13F	18-12-30-5550-00130-0000	154.32	
6A	By Legal Description, See Survey	4.90	ac
B2A	By Legal Description, See Survey	0.28	ac
A2A	By Legal Description, See Survey	0.93	ac
Roadway as illusustrated by GIS		21.27	ac
	Total Area +/- as by GIS	2,787.50	ac

Source: Boundary Survey, Flagler County Property Appraiser (2023) and Flagler County GIS (2023)
(Exhibit B) Survey and legal descriptions for the development outlined.

II. SUMMARY AND PURPOSE OF THE PUD & COMPREHENSIVE PLAN CONSISTENCY

A. This Planned Unit Development (PUD) is being submitted by Northeast Florida Developers LLC ("Applicant") the authorized agent of the property owners, JM

Properties X, LLC (the "Owner"). All references herein to the Applicant shall include the Applicant's successors and assigns. The Applicant is proposing a PUD for Reserve at Haw Creek located within the incorporated City of Bunnell in Flagler County, Florida. The subject site consists of approximately 2,788 +/- acres designated on the current Future Land Use Map (FLUM) of the 2035 Comprehensive Plan as Agriculture & Silviculture and Single Family-Low Residential. The parcels have zoning districts consisting of Agriculture & Silviculture (AG&S), Agriculture (Flagler) (AC), and Single Family Residential (R – 1). The subject parcels (the "Property") are located in the southwestern quadrant of State Highway 100 West (County Road 20) and State Highway 11 (West Moody Boulevard), ½ mile west of U.S. Highway 1 and five miles west of Interstate 95.

B. The proposed PUD follows a companion large scale Land Use Amendment (LUA) for the Property and shall be developed consistent with 2035 City of Bunnell Comprehensive Plan, as outlined herein. The PUD provides for the development criteria to allow for an integrated master planned mixed use community including residential, commercial, light industrial, support services, parks and recreation and conservation. The Community will include housing types ranging from affordable to market rate housing, consisting of detached and attached Single Family residential, including duplexes, townhomes, Multifamily, condominiums and Live-Work. A village center is proposed in the eastern portion of the subject property that will provide a mixture of neighborhood and community services, retail and commercial spaces, parks and trails, public services and amenities. The entire Community will include appropriate Infrastructure to support the development of Reserve at Haw Creek, including water, sewer, roads, etc.

III. PUD DEVELOPMENT SUMMARY

A. The Proposed Zoning District (PUD) and related land use (in italics) summarized below:

a. Agri-Hood – Clustered (AGH-C) / *Rural Estates LU* (1 DU/acre):	+/- 770 acres
b. Single Family Residential (SFR) / *Single Family Low-Density LU* (4 DU/acre):	+/- 1,515 acres
c. Single Family Residential Medium Density (SFRM) / *Single Family Medium Density LU* (8 DU/acre):	+/- 80 acres
d. Multifamily Residential (MFR) / *Multifamily LU* (Min 8, Max 20 DU/acre):	+/- 160 acres
e. Town Center Mixed Use (TC) / *Commercial Medium LU* (20 DU/acre):	+/- 50 acres
f. Industrial / *Industrial LU*	+/- 200 acres
g. Public / *Public LU*	+/- 13 acres
Total Gross Acres	+/- 2,788 acres

B. Use types and acreage ranges are proposed as follows.

a. Total Project Area +/- 2,788 acres

b. Wetlands / Conservation (estimated only, subject to environmental permitting) +/- 1,200 acres

c. Potential Net Developable Area (estimated only) +/- 1,588 acres

d. Potential Net Developable by Use Type **(Note: net acres vs gross acres above)**

i. Residential: 1,000 acres low – 1,515 acres high
ii. Commercial/Retail: 15 acres low – 50 acres high
iii. Fire and Rescue / City: 7 acres min - 8 acres high
iv. Public Services: Minimum 13 acres
v. Light Industrial / RV Resort 15 acres low – 200 acres high
vi. Conservation: Minimum 1,115 acres

C. Maximum Community Densities.

a. Residential, including Single Family detached and attached units, all types 6,100 units

b. Commercial / Retail 625,000 square feet

c. Industrial 850,000 square feet

d. RV Resort 650 sites

e. Public Service By Land use

D. Potential Phasing. The following represents potential development implementation and phasing for planning purposes only. Multiple factors impact the implementation of a community, including the economy, market trends, permitting time frames, environmental factors, etc. The following does not apply any restrictions to densities or timing but is merely included as a planning tool for one scenario as to how the community may be developed for infrastructure planning only and may be updated throughout the process outside this PUD without having to modify this chart within the PUD.

Use Type	Ph 1A	Ph 1B	Ph 2A	Ph 2B	Ph 3A	Ph 3B	Total
Residential	600 du	800 du	1,250 du	1,350 du	1,150 du	950 du	6,100 du
Commercial / Retail / Office	0 sf	20,000 sf	25,000 sf	75,000 sf	120,000 sf	80,000 sf	320,000 sf
Light Industrial	4 ac	76 ac	0 ac	0 ac	0 ac	0 ac	80 ac
RV Resort	0 pd	150 pd	0 pd	300 pd	0 pd	200 pd	650 pd
Public Services	13 ac	0 ac	0 ac	0 ac	0 ac	0 ac	0 ac

IV. DEFINITIONS

A. The following words, terms, and phrases, when used in this PUD written description, shall have the meanings ascribed to them in this section:

a. **Affordable Housing** – As applicable to this PUD, single family attached or detached housing, built and sold fee simple to the same standards as adjacent housing, deeded as affordable and sold fee simple to individuals who qualify for affordable housing down payment assistance as outlined herein.

b. **Area Regulations** - The allowable development guidelines per parcel or Lot as expressed through setbacks, Building Site Area Regulations, maximum Lot Coverage, height regulations, abutting road surface and parking requirements.

c. **Attached housing, Duplex** – An attached residence, joined by one wall, totaling two units. Owner lives in one side of the duplex and rents the other side.

d. **Attached housing, Paired Villa** – A duplex where each unit is sold fee simple to different individuals.

e. **Attached housing, townhome –** An attached residence with multiple units sharing a joint wall, with each unit sold fee simple. Townhomes are typically 4, 6, 8 or 10 units per building.

f. **Auxiliary Verbs – Language throughout this document outlining either mandatory requirements or options through the following words:**

   i. **Shall, required, must = mandatory requirements.**

   ii. **Should, may, encouraged, incentive = optional requirements.**

g. **Bed and breakfast inns** – A building, residential in nature, built for the purpose of renting rooms in a similar manner as a hotel.

h. **Building Area** - The total area taken on a horizontal plane at the average ground elevation of the principal building and all accessory buildings exclusive of uncovered porches, terraces and steps or unenclosed covered structures such as breezeways, roof overhangs or gazebos, amongst others.

i. **Building Height**

   i. Residential buildings and/or accessory structures as measured from the average ground elevation to peak of the roof. Cupolas and architectural features may extend above the designated height without restriction.

   ii. Buildings other than residential, as measured from the average ground elevation to the top of parapet or peak of roof.

   iii. The height limitation for all improvements within this PUD does not apply to decorative/architecture rooftop structures including, without limitation, screening mechanical equipment, elevator shafts, roof access, spires, belfries, cupolas, parapets, antennas, chimneys, fire towers, cooling towers, ventilators, and other apparatus not intended for human occupancy.

iv. In no event do building height definitions supersede compliance with applicable fire code compliance for the community.

j. **Building Site Area Regulation -** The defined minimum size of a Lot within a zoning district identified by minimum area and minimum width.

k. **Community –** The area within Reserve at Haw Creek that encompasses the built and natural environments. The Community is comprised of mixed land uses, including but not limited to residential, commercial, office and light industrial as well as services supporting the Community such as conservation lands, parks, civic uses, and professional services. The Community includes necessary Infrastructure to support the development and functioning of the Community.

l. **Clustered Lots –** Lots smaller than the base zoning, arranged together, with the difference in size of allocated versus proposed being utilized for greenspace, lake, amenity, and the like. The net result of land utilized is the same, the homes are "clustered" on a smaller portion to allow a Community-wide use of the balance.

m. **Commission** - The City commission of the City of Bunnell.

n. **Driveway -** A short road or paved area leading from a public road to a house or garage.

o. **Dwelling Unit** - One or more rooms including a kitchen designed as a unit for occupancy by only one family for cooking, living, and sleeping purposes.

p. **Home based daycare –** daycare allowed within a Single Family Detached residence also serving as a primary home. Number of children, employees, and parking regulated by state requirements for a home-based daycare.

q. **Impervious Surface –** Impervious surface shall mean any part of any parcel of land that has a surface or compacted cover of material that impedes or restricts infiltration of rainfall into the soil. Impervious surfaces include, but are not limited to, building roofs; parking lots; parking areas formed with compacted soil, clay, shell or gravel; paved driveways; concrete patios; sidewalks; walkways; compacted clay, and athletic courts. The following are not considered impervious, including wood slatted decks, boardwalks, docks; water area of natural lakes; stormwater retention ponds and swimming pools.

r. **Infrastructure –** A term used to generalize the services required for the Community to successfully function, including roads, sidewalks, and utilities such as water, sewer, power, data.

s. **Land Use –** Land use is the allowable use on a parcel or Lot of land, as applicable.

t. **Live-Work –** A type of mixed-use building that consists of retail and/or office on the ground level and residential living for the proprietor of the business either behind or above the commercial use.

u. **Lot** – A single parcel of land or a portion of a subdivision sold and developed for residential use, commercial use or industrial use, the boundaries of which have been established by some legal instrument of record, which is recognized and intended as a unit for the purpose of transfer of ownership.

v. **Lot Coverage** - The maximum allowable Building Area on an individual parcel expressed as a percentage.

w. **Manufactured Home** – A building built offsite in a factory and shipped to site and set in place on a permanent foundation. Manufactured homes tend to offer a lower priced housing option due to less stringent building code requirements vs site built or pre-fab construction. See definition for pre-fab building.

x. **Mobile Home –** A residential dwelling built off-site in a factory and shipped to site on a on streets or highways on its own wheels or a flatbed or other trailer, and arriving at the site. Mobile homes may not have permanent foundations, instead are may be set on jacks or other temporary or permanent foundations. Mobile homes meet FHA construction requirements instead of same building code requirements as site built structures.

y. **Multifamily –** A residential building with multiple "units" and multiple families living in each unit. Typical Multifamily units include apartments for rent or condominiums, and it is not uncommon for Single Family attached buildings, townhomes, to also be referred to as Multifamily.

z. **Non-Conflicting Hours (related to shared parking) -** Non-Conflicting Hours of use is defined as two or more users whose peak parking time is different than the other use. An example includes a church and bank sharing parking where a church's typical peak parking occurs Wednesday after 6 and Sunday throughout the day and a bank's typical peak parking occurs from 9 am to 6 pm M-F, sometimes 9am to 1 pm Saturday.

aa. **On-Street Parking –** Parking within the right-of-way that is added beyond the normal travel lanes. Designated parking may be parallel parking or angular parking, provided adjacent travel lanes accessing said parking remain at minimum defined width. Designated On-street Parking may count towards total parking required for adjacent uses as defined by use.

bb. **Open Space –** All shared vegetated areas of land or water within the Community, including protected wetlands, uplands, greenspace, and park space as identified here within.

    i. **Greenspace** – Any vegetated area of land or water within the developed portion of the Community.

    ii. **Park** – A greenspace within the Community for active and passive recreation use by the Community and Bunnell Community at Large. Within the commercial, town center area, outdoor plazas, courtyards, dining, seating spaces and other active outdoor areas qualify towards the park requirements.

cc. **Outside Storage** - The outdoor placement or leaving of merchandise, products, or materials in bulk quantities for future use or preservation; and associated with land uses such as the rental, distribution, or wholesale sale of products, supplies, and/or equipment. This definition excludes outdoor display of product for retail sale, vehicle dealerships, nurseries, and similar uses.

dd. **Parking, off street -** Off street parking includes parking that is not on public / community roads or property. Off street parking is a designated lot, parking structure, drive, garage or other private space located on the parcel it serves. Mixed uses allow for off street parking to not be located on the same parcel as defined herein.

ee. **Parking, on-street -** On Street parking includes parking that is on public / community roads or property. On-street parking is a defined parking space, striped / denoted as such, and not inclusive of a travel lane.

ff. **Pre-Fab Building**- A modular prefabricated building or structure built to current Florida building codes that may consist of multiple sections that are constructed at a remote facility. The sections are transported to the building site on truck beds and set together on a permanent foundation by cranes with finishing completed by construction crews on site. Once together and sealed, the building becomes one integrated wall, floor and roof assembly like any site built structure Pre-Fab modular buildings and homes do not have axles or a fixed chassis and designed not to be moved once placed on site. Pre-Fab residential buildings differ from "Manufactured" homes by application of building code requirements. Pre-Fab meet the same full Florida building code as any site built structure whereas manufactured homes meet manufactured homes construction and safety standards.

gg. **Public Services –** Those service provided by public, quasi-public or private entities providing services such as water, sewer, power, data, libraries, fire, police, garbage, recreation, etc.

hh. **PUD –** Planned Unit Development (PUD), is a zoning document that establishes zoning and other allowable / non allowable development parameters to a specific parcel of land. The PUD will have a companion PUD Map identifying where zoning districts are located, and the PUD identifies what uses are allowed and how development can occur within each of the zoning districts. A Site Plan for each development parcel is required to be submitted to the governing authority (City of Bunnell) that illustrates compliance with PUD criteria.

ii. **PUD Map** – A Planned Unit Development (PUD) map is a graphical illustration of zoning districts as outlined within a companion PUD document, which includes the allowable development criteria. The PUD Map is attached as Exhibit C. The PUD Map indicated the preliminary, general layout for the Community for construction of development. The location and size of all lots, roads, project entrances, recreation/open space and other area shown on the PUD Map are conceptual such that the final location of any roads, project entrances, recreation/opens pace, and other area will be depicted on the final development plan and the final engineering plans for the particular phase of the Community.

jj. **Recreation, Active –** Active recreation includes buildings, fields, playgrounds and structures that allow for the physical exertion of exercise.

kk. **Recreation, Passive –** Passive recreation includes natural elements, supporting appurtenances such as, but not limited to, benches, raised gardens and gazebos for leisurely activities.

ll. **Ribbon Driveway** - Ribbon Driveways consist of two parallel tracks paved with a hard material and separated by an unpaved area, such as turf, ground cover or gravel.

mm. **Setback, Front Yard –** The minimum distance from the front Lot line to the building foundation.

nn. **Setback, Rear Yard** – The minimum distance from the rear Lot line to the building foundation.

oo. **Setback, Side Yard** – The minimum distance from the side Lot line to the building foundation.

pp. **Setback, Street Side Yard** – The minimum distance from the side Lot line adjacent to the street / Right-of-way and the building foundation.

qq. **Single Family Attached –** A type of multifamily building that comprises of a single residential building on a single Lot that is attached to the adjacent building by common wall. Each building is intended for one family to live in at one time. Common examples include a duplex, paired villa, and townhome.

rr. **Single Family Detached –** A single residential building, typically on a single Lot, intended for one family to live in at one time.

ss. **Site Plan –** A detailed drawing (architectural, engineering and/or construction drawing) illustrating a proposed development. The drawing is utilized for Site Plan Review and permitting compliance by agencies.

tt. **Site Plan Review** – Review of submitted Site Plan for compliance with the criteria established by the PUD.

uu. **SJRWMD** – St Johns River Water Management District.

vv. **Special Exception –** Requires City of Bunnell Staff and/or Planning Board approval.

V. GENERAL CRITERIA

The following PUD applies zoning to create a fully integrated master planned community to be known as Reserve at Haw Creek. The outlined zoning provides housing types ranging from detached and attached Single Family residential, including duplexes, townhomes, Multifamily, condominiums and Live-Work. A mixed-use village center will provide a mixture of neighborhood and community services including commercial, office and mixed use.

The community will integrate infrastructure, public services, parks, trails and amenities throughout to support Reserve at Haw Creek Community as well as the Bunnell community at large. The zoning is inclusive of natural environmental features programmed as conservation, wildlife corridors and active and passive Open Space. The Community will provide for landscaping throughout, conducive to Florida Friendly planting principles, enhancing development around the various watersheds and activating pathways, plazas, and public spaces.
The criteria outlined here within applies to Reserve at Haw Creek only:

A. **Unified ownership -** All land within Reserve at Haw Creek is under unified ownership, see attached boundary map and parcel numbers.
   a. **Community Governance –** The community will be governed by a property owners' association (such as a Homeowners Association ("HOA") and/or Community Development District (CDD).
      i. The Community Governance may be governed by one or more entities as provided below.
      ii. There may be multiple associations, one master community wide association and then multiple individual associations representing sub-districts within the Community (i.e., a CDD for the entire development, then each neighborhood may have individual HOAs).
      iii. Other associations may be formed, but are not required, with more specialized authority, as deemed necessary. An example may include architectural review board (ARB).
      iv. Portions of the Community may be sold to other developers, and in such case, they are required to provide Community governance as outlined herein. Any governing entity of differing ownership shall work together to apply and manage all criteria as outlined within this PUD and companion Development Agreement and underlying land use.
   b. **Community Development District Bonding -** The PUD criteria does not require nor prohibit Reserve at Haw Creek from forming a community development district for funding and managing the infrastructure for the development of all or a portion of the community.

B. **City of Bunnell Land Development Code –** This PUD outlines specific development patterns for application to the Reserve at Haw Creek. Any item not addressed within this PUD shall be regulated by the City of Bunnell Land Development Code by default.

C. **Silviculture** - Silviculture uses may continue as a permitted use on all or any portion of the Property until build-out.

D. **Land Clearing** - Land clearing and processing of land clearing debris shall be permitted on all or any portion of the property, provided, however, land clearing debris may be processed only in conformity with applicable fire codes and other applicable chapters of the Bunnell, Fl Land Development Code.

E. **Sales Center -** Temporary sales centers are allowed during development, regardless of zoning or use. If a sales center is to be converted to a "for sale" or permanent use after sales, then the final "converted" for sale product shall comply with all PUD zoning requirements and other City of Bunnell Land Development Code requirements not addressed by this PUD

F. **Mobile Home Prohibition –** Mobile homes are not permitted within Reserve at Haw Creek Community other than for use as temporary construction trailers

(during active construction) and temporary sales centers.

G. **Construction Methods -** Single Family, Multifamily, hotels and comparable buildings may be built on-site conventionally "stick built" or within a factory Prefab Building and shipped to location for assembly, as long as the factory built comply with the same building code requirements as on-site built. Lower quality "manufactured housing" and "mobile homes" that are built in compliance with different building code requirements are not allowed.

H. **Well and Septic –** Individual residential well and septic systems are prohibited within the Reserve at Haw Creek Community. Irrigation wells are allowed on individual residential, commercial and industrial parcels. Private community well and septic systems (aka Package Plants) are allowed for development pods, when it makes sense to minimize environmental impacts. Such private community systems shall be dedicated to the City.

I. **Affordable Housing –** Throughout the Reserve at Haw Creek, 10% of housing shall be dedicated assisting working-class individuals and family into home ownership. Many common and necessary jobs, teachers, police officers, nurses, city employees, restaurant staff, etc. make it difficult for citizens to save for a down payment, and are often relegated to more expensive monthly rent payments compared to mortgage payments. With the Reserve at Haw Creek, this program is established to incentivize home ownership through down payment assistance. The homes will be built and sold to the same standards as adjacent homes. What dictates affordability is the applicant's income level and qualifications for down payment assistance by as established by Flagler County, City of Bunnell or other agencies. The following shall apply to affordable housing within the Community:

    a. A minimum of 10% of homes shall be dedicated affordable, applied to each neighborhood, dispersed and integrated throughout the community.
    b. Home style, build methods and sales price don't differ from market rate housing.
    c. The homes shall be deeded "affordable" and remain deeded for re-sale as "affordable"
    d. Applicants shall qualify under the median and low income categories as defined by Flagler County Affordable Housing Guidelines for down payment assistance.
    e. The program is for down payment assistance, monthly payments, CDD fees and other fees remain the same as market rate homes.
    f. Resale of deeded home shall remain in the program and homeowner will be required to sell to another applicant complying with affordability guidelines.

J. **Open Space and common facilities requirements –** Sixty percent (60%) or more of Reserve at Haw Creek Community shall be retained in Open Space, inclusive of green portion of rights-of-way, stormwater management, natural protected wetlands and uplands and common space.

a. Distributed throughout this required 60%, a minimum of twelve percent (12%) of net residential neighborhoods shall be reserved as greenspace, of which:
    i. A minimum fifty percent (50%) of this net 12% greenspace shall be implemented park space within each residential neighborhood and/or residential pods.
    ii. A minimum of twenty percent (20%) of this net 12% greenspace shall be implemented as park space within the town center.
        1. Paved outdoor plazas and dining count towards the 12% park space.
        2. Paved pedestrian gathering spaces, including benches shall count towards the 12% park space.
b. Common Open Space shall be dedicated to and usable by all residents of the planned unit development community as well as the Bunnell community at large.
c. The location, shape, size, and character of common Open Space must be shown on any Site Plan submitted for approval.
d. Common Open Space must be suitably improved for its intended use. Common Open Space containing natural features worthy of preservation may be left unimproved.
e. Common Open Space shall allow for structures and hardscape supporting the recreational or intended use, including maintenance.
f. Common Open Space shall be maintained by Reserve at Haw Creek through an established organization such as a HOA, trust, CDD or other suitable means.
g. Master retention may be utilized for greenspace requirements, up to the percentage of retention allocated towards the parcel / area.
h. See **Exhibit D, "Greenspace and Park Space Distribution"** for distribution methodology of open space, greenspace, and park space.
i. The application of wetlands and adjacent buffers as greenspace shall be placed into conservation at time of infrastructure platting.

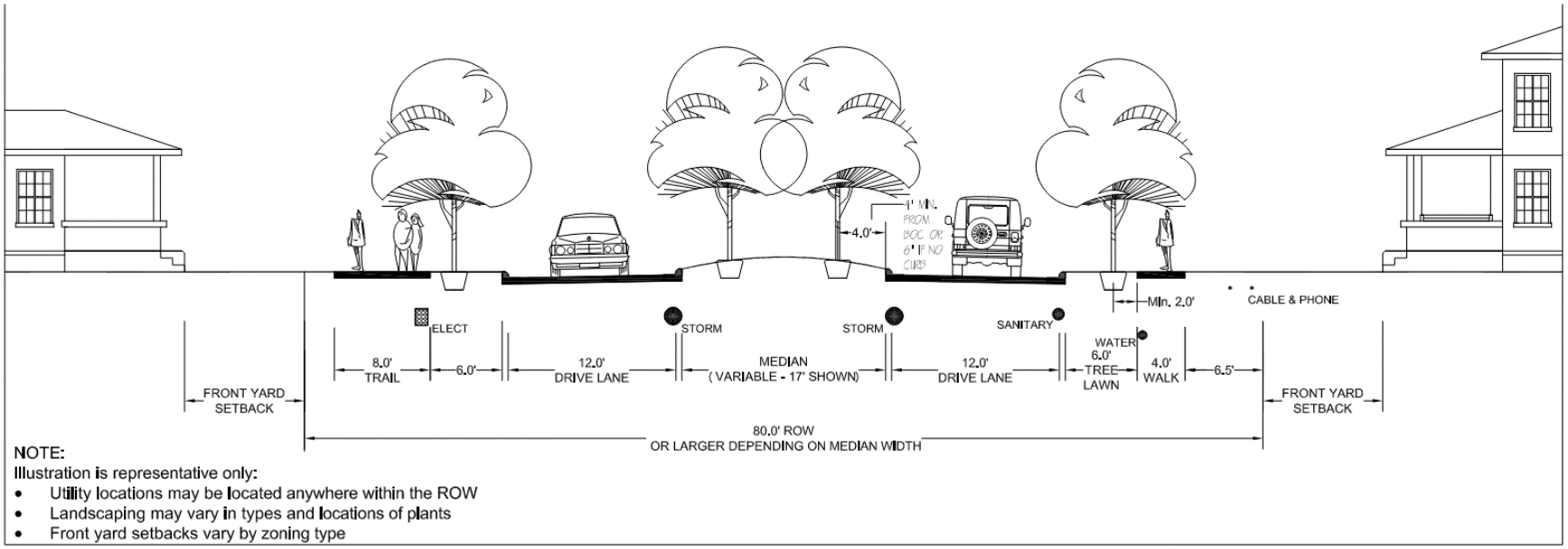
K. Underground utilities - All new utilities implemented within Reserve at Haw Creek Community shall be installed underground, inclusive of telephone, television cables, and electrical (except existing transmission lines). Appurtenances to these systems and primary facilities which customarily require above ground installation may be exempted.

L. Road Right-of-way – The following road right-of-way criteria shall be applied by each zoning district as outlined within the respective district. Road right-of-way shall contain the following.
a. Collector Road / Spine Road – this is the primary road system that connects to highways 11 and 100, and the internal neighborhood local roads connect to this system. Within Reserve at Haw Creek, the collector shall be a minimum eighty (80) foot Right-of-way or larger.
b. Lots fronting spine road – Min. lot size shall be 60' wide. Lots 60' to 65' in

width shall utilize a shared drive between two lots when access is directly from the spine road. Lots 66' and larger may utilize their individual drive per lot, or a shared drive between two lots.

c. Local Roads – these roads serve the individual neighborhoods and connect to the collector roads for access with the neighborhood.
    i. The main road serving the neighborhood, which connects to the collector road shall be minimum sixty (60) foot right-of-way in width or larger.
    ii. All other roads within the neighborhood, other than the main neighborhood road, shall be fifty (50) foot right-of-way in width or larger.
d. Alley – an alley is a limited access drive serving the side and/or rear of lots within a neighborhood. Alleys allow for locating utilities behind parcels and rear loaded garages, creating a more walkable, less cluttered neighborhood from a street perspective. Alleys, where utilized, shall be a minimum twenty-two (22) foot width or larger and shall establish the designated land area through either an easement, tract or right-of-way.
e. Sidewalks – a minimum four (4) foot concrete sidewalk shall be provided on at least one side of the road within fifty (50) foot and sixty (60) foot rights-of-way. Two sidewalks, one, a minimum four (4) foot wide shall be provided on one side of the road, the other side a minimum of eight (8) feet wide for rights-of-way eighty (80) foot or larger.
f. All utilities within the Community shall be located underground and coordinated accordingly to allow for proper spacings to avoid conflicts. The exhibits shown represent a method to 1) avoid conflicts and 2) protect utilities from above ground impacts during construction and down the road with Community improvements / maintenance.
g. On-street parking is not only allowed but encouraged throughout the Reserve at Haw Creek community. To encourage on-street parking, required parking counts for each zoning district may be satisfied with the implementation of on-street parking, in part or in whole, as outlined within parking and loading requirements and each zoning district.
h. On-street parking requirements - On-street parking shall be provided within each residential neighborhood at the rate of 2 on-street parking spaces per 5 homes. On-street parking shall be independent parking spaces, striped as such and off travel lanes. Parallel, angled or 90 degree spaces adjacent to lanes may apply, as well as off street parking lots within neighborhood parks / greenspace.
i. The side of or portion of neighborhood roads without designated on-street parking shall be signed "no parking".
j. On-street Parking shall not block any Driveways.
k. Lots adjacent to CR 65 and CR 80. A twenty-five (25) foot buffer is required adjacent to CR 65 and CR 80. The existing ditch adjacent to roads shall remain and individual lots don't have right to drain into ditch nor do individual lots have right to cross over ditch between their property and existing roadway.

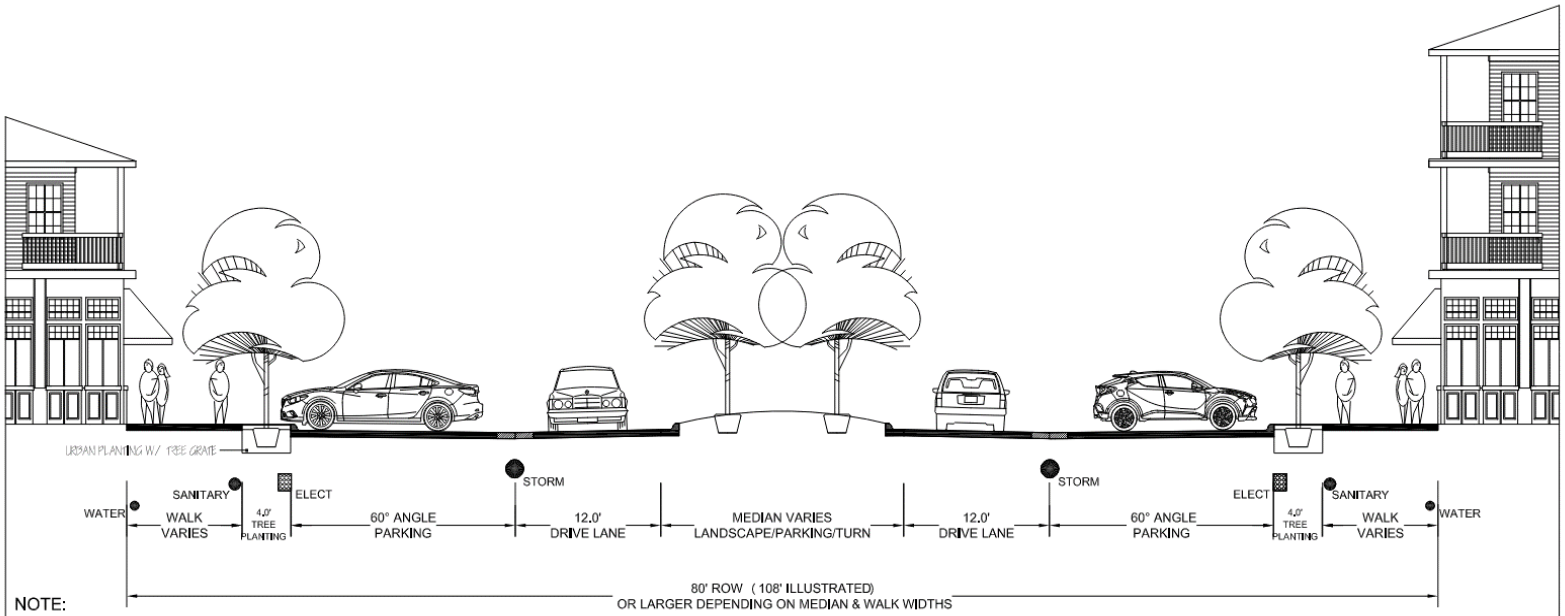
l. The following illustrations provide visual guidance for the implementation of rights-of-way within Reserve at Haw Creek:
    i. The illustrations are representative only, not mandatory layouts as multiple design approaches may be implemented and engineered drawings shall be approved by City in context to illustration and required separations.
    ii. All utilities are representative of best practices and may be located in different locations as suitable for each road section.
    iii. Landscaping is representative only and multiple types and sizes of threes, shrubs and groundcover may be utilized to provide variety throughout the community.



NOTE:
Illustration is representative only:

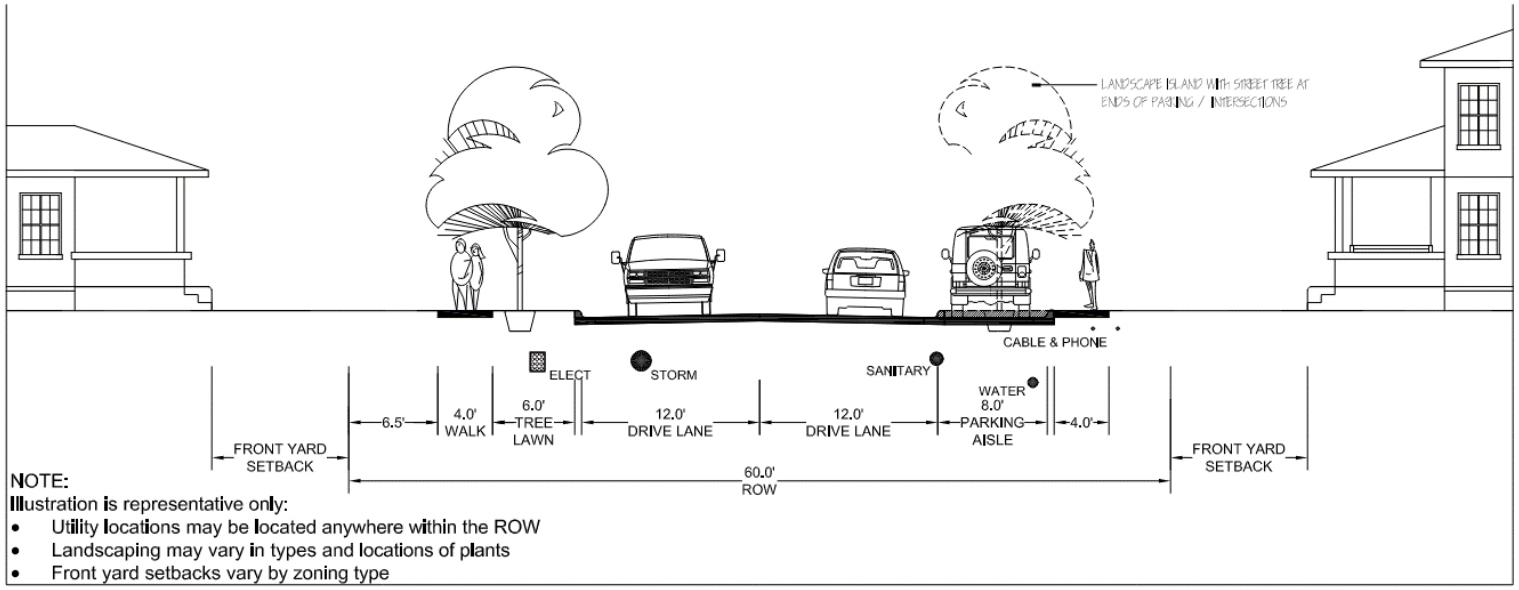
- Utility locations may be located anywhere within the ROW
- Landscaping may vary in types and locations of plants
- Front yard setbacks vary by zoning type

80'+ ROW - RESIDENTIAL BOULEVARD



NOTE:
Illustration is representative only:

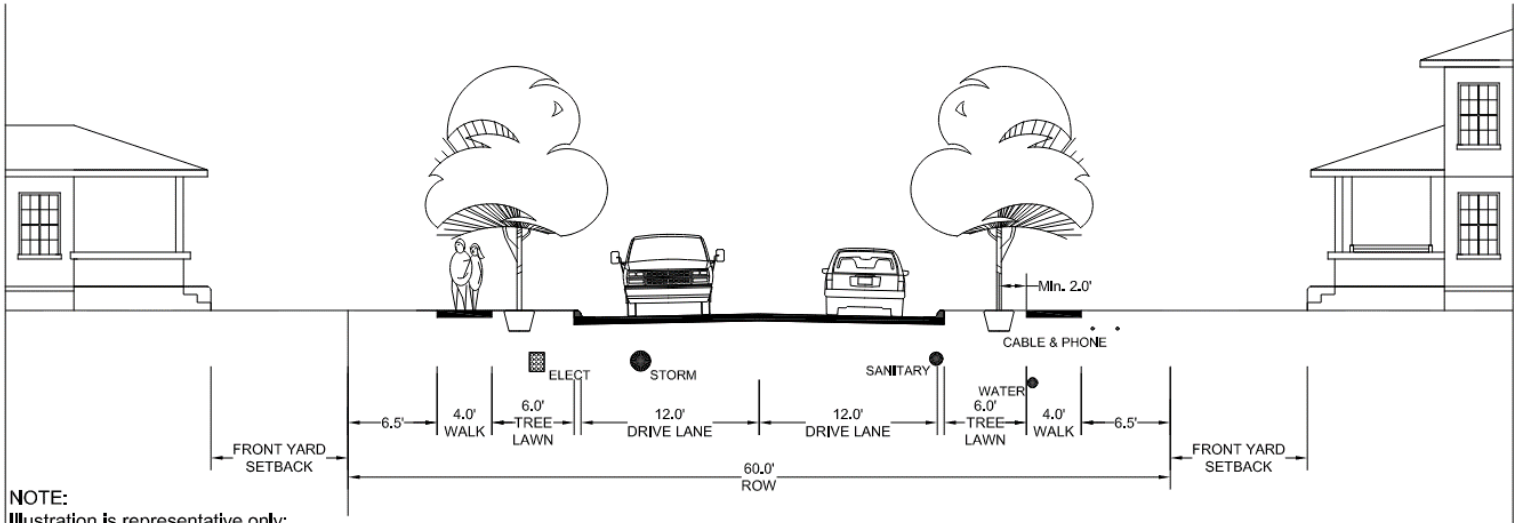
- Utility locations may be located anywhere within the ROW
- Landscaping may vary in types and locations of plants



NOTE:
Illustration is representative only:

- Utility locations may be located anywhere within the ROW
- Landscaping may vary in types and locations of plants
- Front yard setbacks vary by zoning type

60' ROW - NEIGHBORHOOD STREET - WITH ON-STREET PARKING



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- Utility locations may be located anywhere within the ROW
- Landscaping may vary in types and locations of plants
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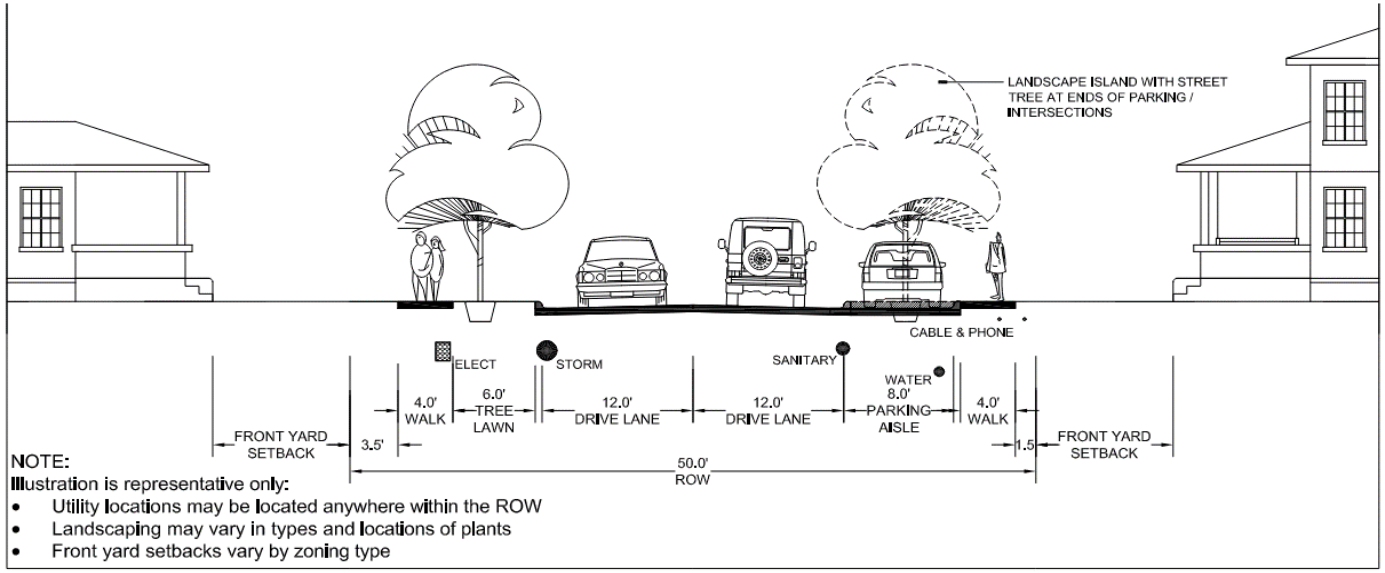
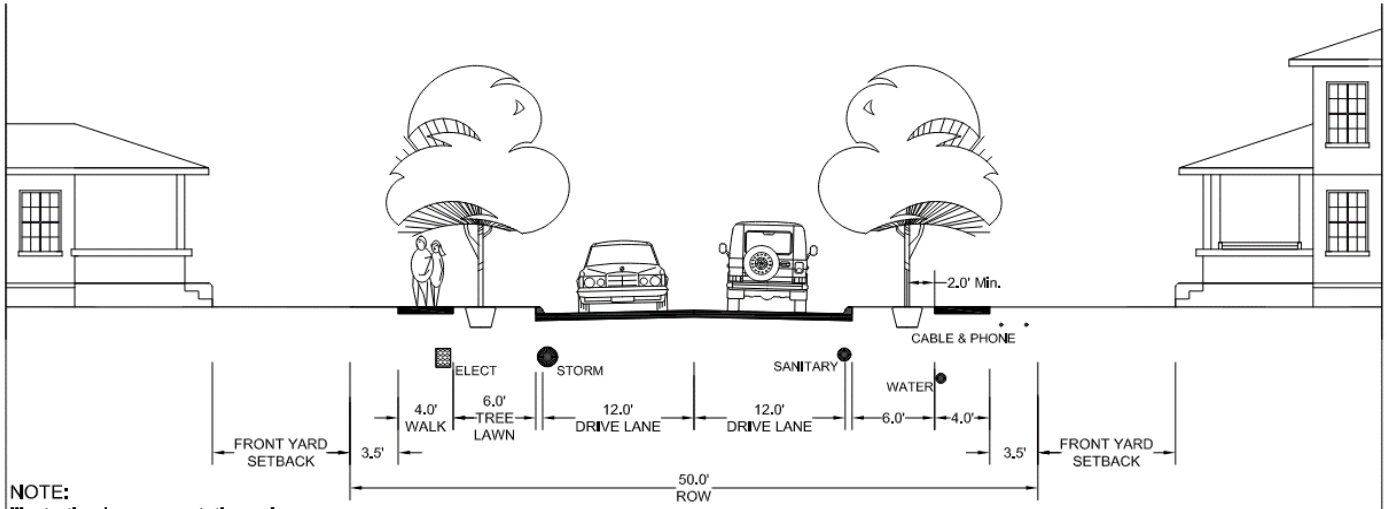
60' ROW - NEIGHBORHOOD STREET - WITHOUT ON-STREET PARKING



NOTE:
Illustration is representative only:

- Utility locations may be located anywhere within the ROW
- Landscaping may vary in types and locations of plants
- Front yard setbacks vary by zoning type

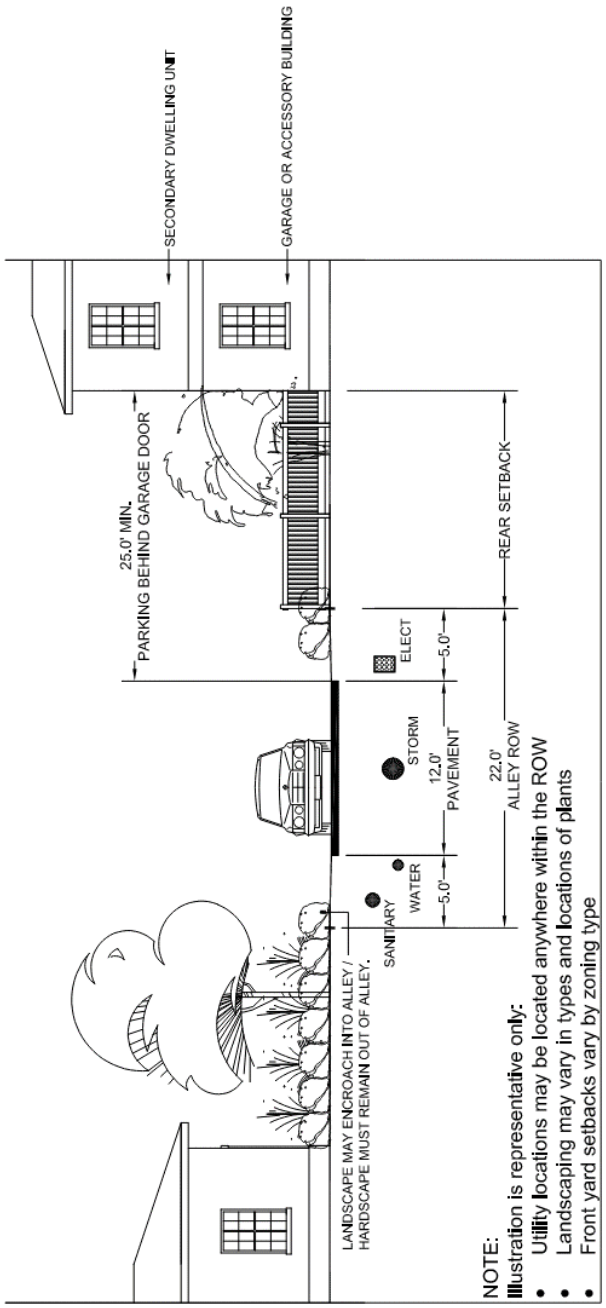
50' ROW - NEIGHBORHOOD STREET - WITH ON-STREET PARKING



NOTE:
Illustration is representative only:

- Utility locations may be located anywhere within the ROW
- Landscaping may vary in types and locations of plants
- Front yard setbacks vary by zoning type

50' ROW - NEIGHBORHOOD STREET - WITHOUT ON-STREET PARKING


SECONDARY DWELLING UNIT
GARAGE OR ACCESSORY BUILDING
25.0' MIN.
PARKING BEHIND GARAGE DOOR
REAR SETBACK
ELECT
5.0'
STORM
12.0'
PAVEMENT
22.0'
ALLEY ROW
WATER
5.0'
SANITARY
LANDSCAPE MAY ENCROACH INTO ALLEY /
HARDSCAPE MUST REMAIN OUT OF ALLEY.
NOTE:
Illustration is representative only:
• Utility locations may be located anywhere within the ROW
• Landscaping may vary in types and locations of plants
• Front yard setbacks vary by zoning type
22' EASEMENT / TRACT - RESIDENTIAL ALLEY

M. Parking and Loading Requirements - Adequate parking shall be provided for each use relative to the individual needs of the respective use within Reserve at Haw Creek Community. These requirements for parking are intended to ensure suitable parking availability, whether off-street, on-street or a combination thereof and are intended to allow for creative application of shared parking, the use of On-street Parking and other avenues to reduce overall impervious surfaces and create a "greener" Community through smart design principles.

a. General *off-street parking requirements.*

i. For all uses, at such time any building or structure is erected, enlarged, or changed in use creating different parking requirements, the adequate number of parking spaces shall be provided for automobiles, and where appropriate bicycles, motorcycles and golf cart.

ii. Residential parking may consist of a parking lot, driveway, garage, on-street parking or combination thereof and shall either be located on the lot/parcel they are intended to serve or if a shared Lot or on street parking, within 400 feet of entry to the residential unit.

iii. Parking within the town center zoning district shall be either on the same Lot or within 1,200 feet of the building it is intended to serve measured from the nearest point of the parking space / Lot, without crossing any major thoroughfare, i.e. collector road or higher.

iv. Shared non-residential parking between uses use is encouraged within the town center, and when utilized, may reduce the required quantity of parking stalls by fifty (50%) percent for each respective use.

v. Shared non-residential parking between uses with non-conflicting hours of use is encouraged, and when utilized, may reduce the required quantity of parking stalls by seventy-five (75%) for the lower quantity use, when the higher quantity use provides the required parking quantity. Parking facilities shall be located not to exceed 700 feet from each use.

vi. The minimum number of parking spaces per use shall be determined in accordance with the list of parking spaces required as identified below.

1. In the case of a use not mentioned, the requirements for the number of parking spaces shall be the same as for the most similar use specifically mentioned.

2. Required parking shall be for occupants, employees, visitors, patrons and shall be limited in use to motorized and electric vehicles. The storage of merchandise, motor vehicles for sale, or the repair of vehicles is prohibited in any required spaces.

vii. In no event shall parking be designed in a manner that would allow any sidewalk to be blocked.

viii. Garages are not required for residential Lots within Reserve at Haw Creek Community, off-street parking may be satisfied by a driveway and/or garage.

b. Aisle Widths

i. Drive-aisles adjacent to On-street Parking or off-street parking shall be a minimum twelve (12) feet in width per lane.

ii. One way circulation within off street parking Lots may reduce drive aisle width as follows:

1. twenty-two (22) foot total width for one way circulation for ninety (90) degree parking,
2. eighteen (18) foot total width for one way circulation for sixty (60) degree parking and
3. sixteen (16) foot total width for one way forty-five (45) degree angled parking.

iii. Residential Driveways shall be a minimum nine (9) feet in width unless a Ribbon Driveway is utilized.

c. Parking Stalls shall be a minimum nine (9) foot wide by eighteen (18) foot long for standard ninety (90) degree parking. Angled Parking shall net a clear nine (9) foot x eighteen (18) ft.

d. All Parking shall provide for a minimum two (2) feet vehicular overhang, which may be applied by adding a paved or landscaped buffer strip adjacent to the curb, between walkway and/or landscape beds, increasing depth of parking stall to twenty (20) feet and providing a parking stop two (2) feet from edge of stall, see exhibits below for illustration of applications.

e. Where a vehicle is required to back out from a parking Lot, private drive or road aisle, a minimum eight (8) feet clear depth shall be required for backing.

f. All off-street parking shall be either a sealed surface, pavers or pavers with open cells filled with coquina. Open cell pavers with turf fill may be utilized in special situations for low use / overflow parking when adequate documentation can be provided that the turf will sustain the limited use, defined as 2 days or less per week (examples include a lift station access drive and service vehicle parking or community band shell parking where events are limited to 2 days a week or less).

g. Bike racks / bicycle parking shall be provided for all commercial uses, all active recreation facilities and attached residential with a density of 10 du/ac or larger.

i. Bicycle parking shall be provided minimally at a rate of:

1. 1 space per 15,000 sf for commercial (standard rounding applies).
2. 2 spaces per building, structure, field for active recreation.
3. .05 bicycle parking spaces per bedroom for attached residential.

ii. design parameters:

1. Be located as near to the principal entrance of the building as practicable. Bicycle parking should be located as close to the entrance of the building it serves as the nearest car parking space.
2. Be located so as not to interfere with pedestrian flow on the sidewalk and should not be placed directly in front of entrances, doors or disabled parking spaces.
3. Be designed to allow the frame and wheels of each bicycle to be secured by a lock.
4. Be anchored to resist rust or corrosion, or removal by vandalism
5. Be consistent with the surroundings in color and design and be incorporated whenever possible into buildings or street furniture design.

h. Motorcycle parking may be provided complying with the following design parameters:

i. Motorcycle spaces shall be a minimum of four and a half (4.5) feet in width and nine (9) feet in length.

ii. Concrete, asphaltic, pavers or other material that will support a motorcycle and not be damaged by the motorcycle kickstands is required for the motorcycle parking spaces.

iii. Motorcycle parking shall be signed as such.

i. Golf cart parking may be provided complying with the following design parameters:

i. Golf cart parking spaces shall be a minimum of four and a half (4.5) feet in width and nine (9) feet in length.

ii. Golf cart parking shall be signed as such.

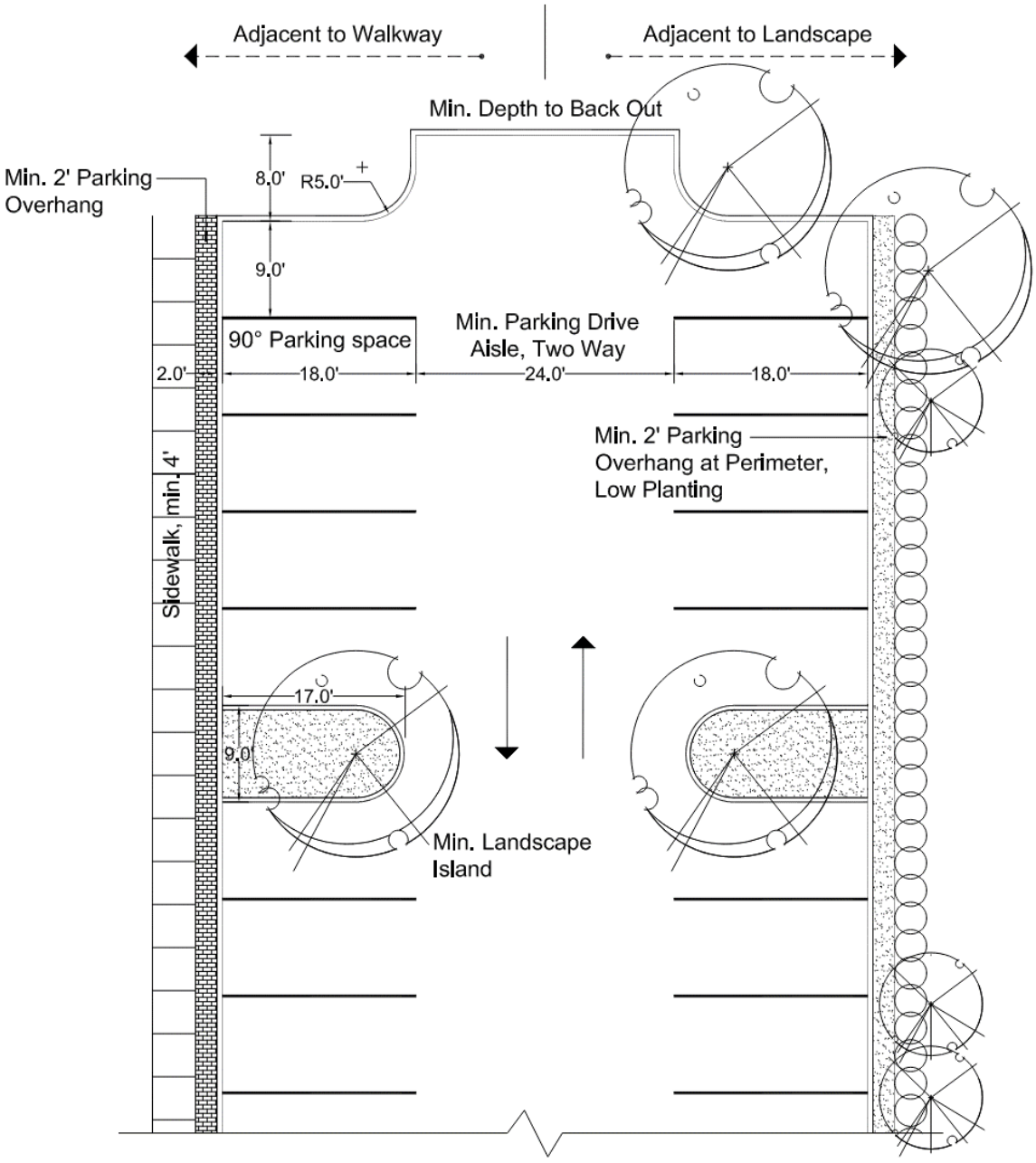
j. Parking Credit – up to 25% reduction is vehicular parking may be applied within the town center, commercial uses, industrial uses and attached housing 10 du/ac or larger at a rate of:

i. 1 for 1 when designated motorcycle parking is provided as outlined above

ii. 1 for 1 when designated bicycle parking is provided beyond the minimum requirements provided above.

iii. No credit for golf cart parking.

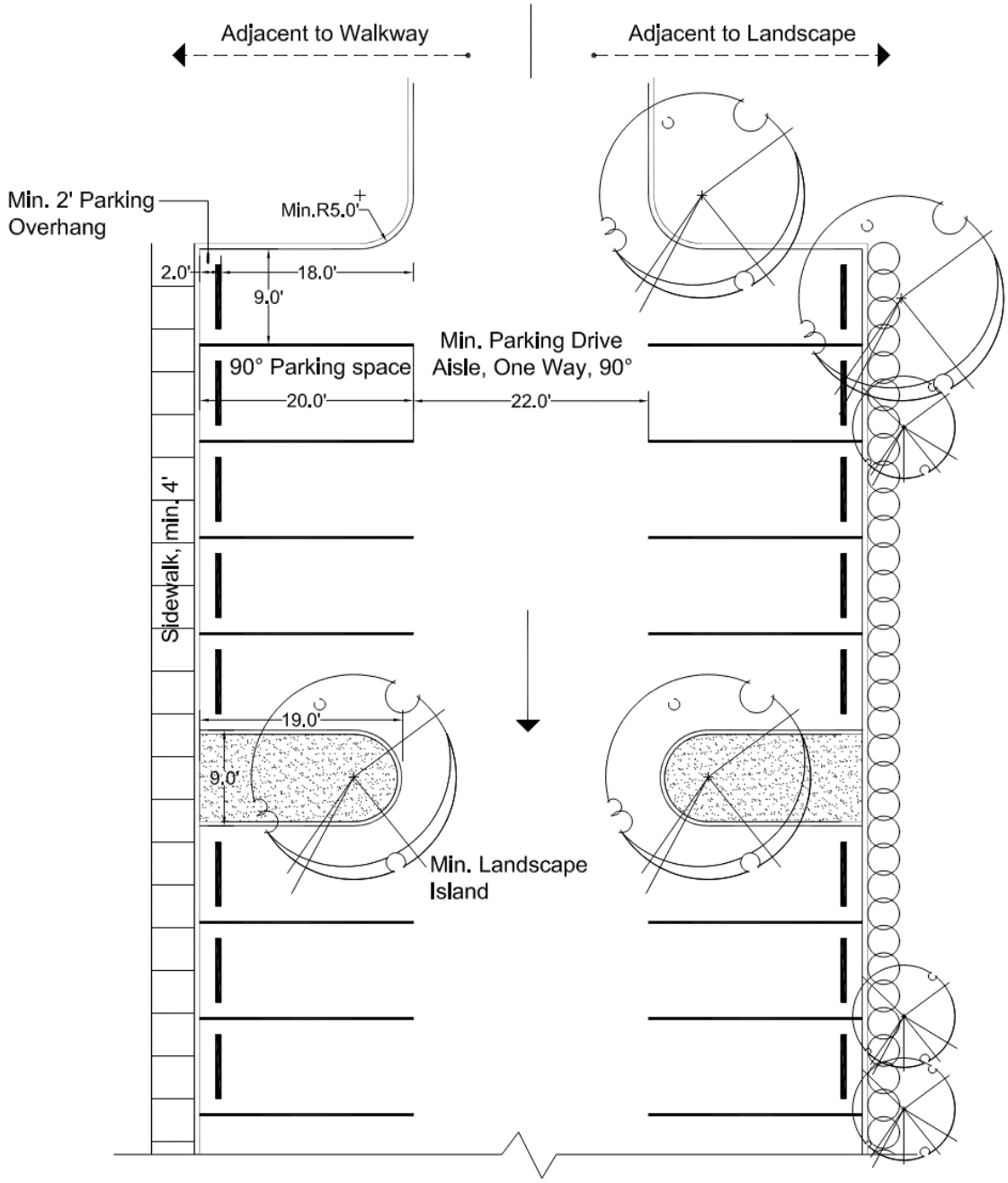
k. See following exhibits illustrating application of a variety of parking requirements:



90 Degree Parking Illustrating

N.T.S.

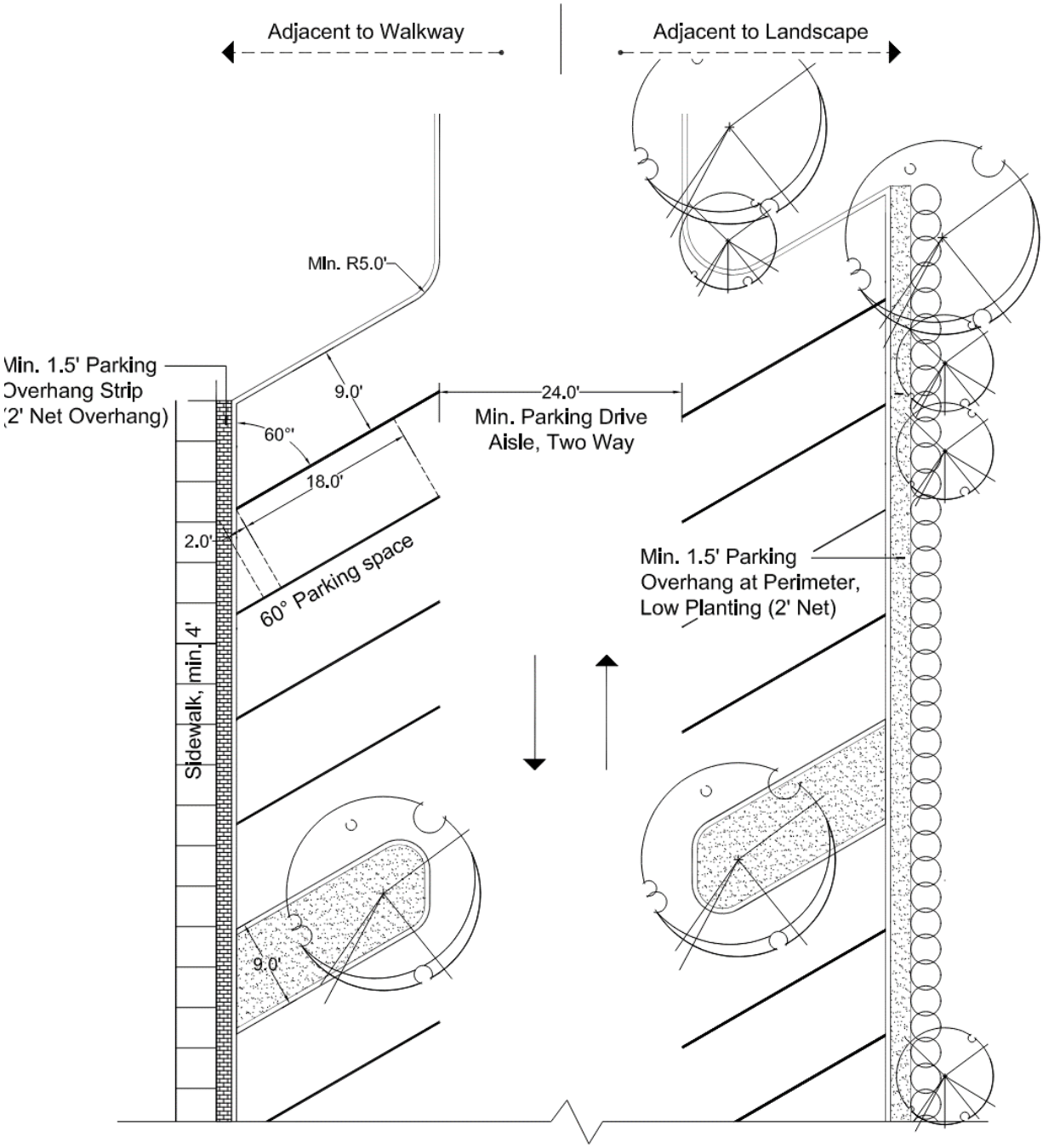
- 18' Depth Parking Stall Application
- Two Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application



90 Degree Parking Illustrating

N.T.S.

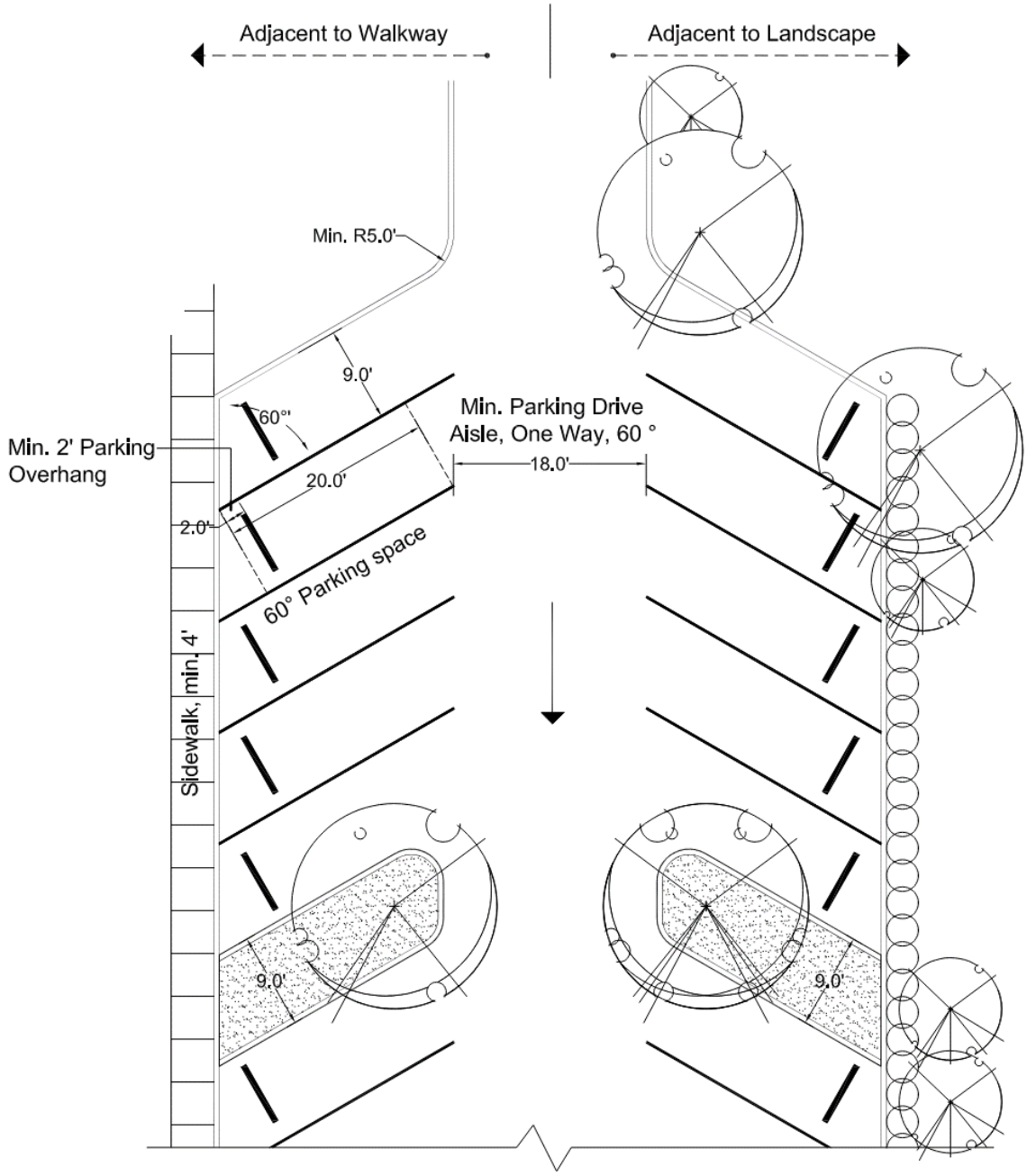
- 20' Depth Parking Stall Application
- One Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application



60 Degree Parking Illustrating

N.T.S.

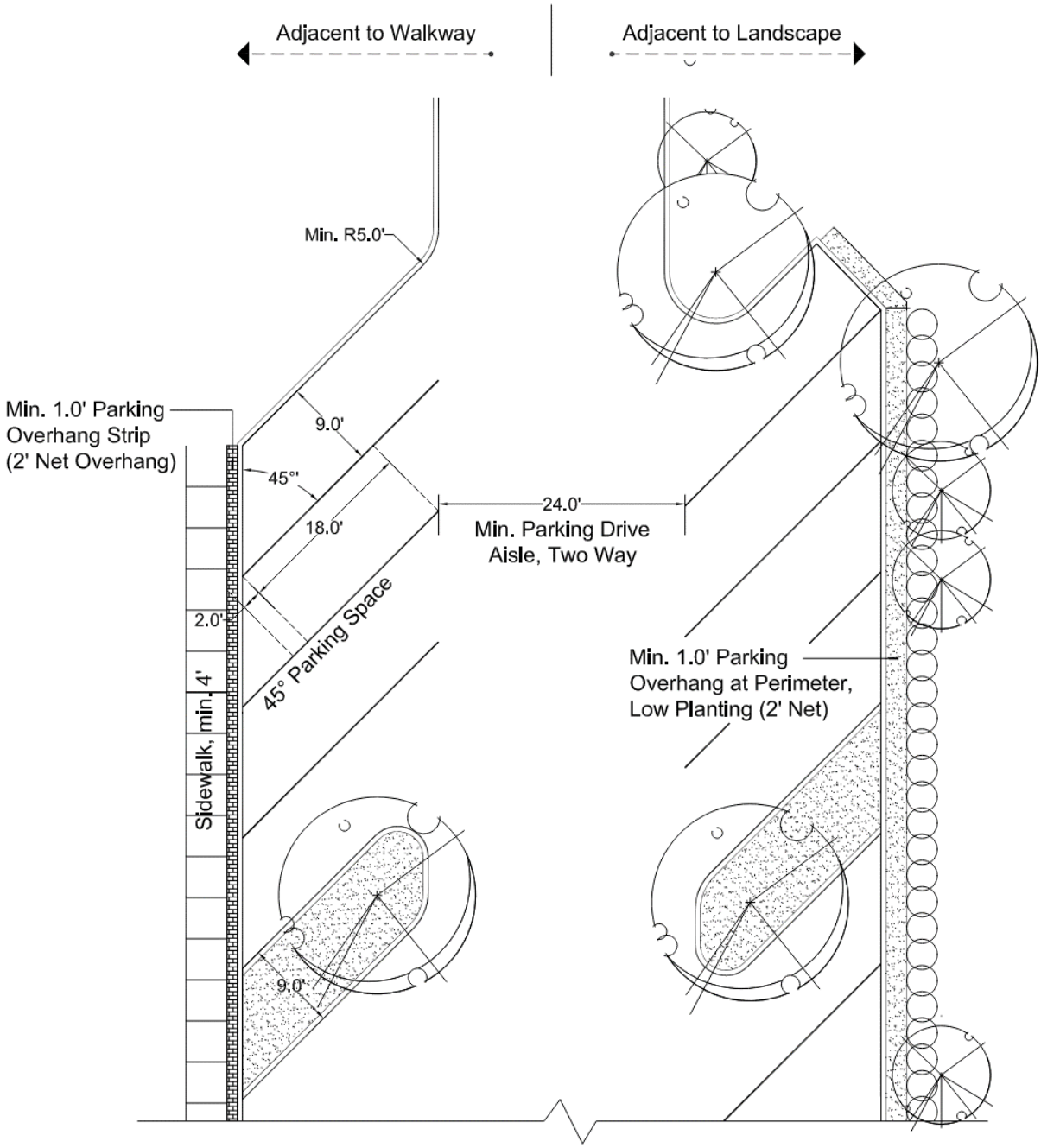
- 18' Depth Parking Stall Application
- Two Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application



60 Degree Parking Illustrating

N.T.S.

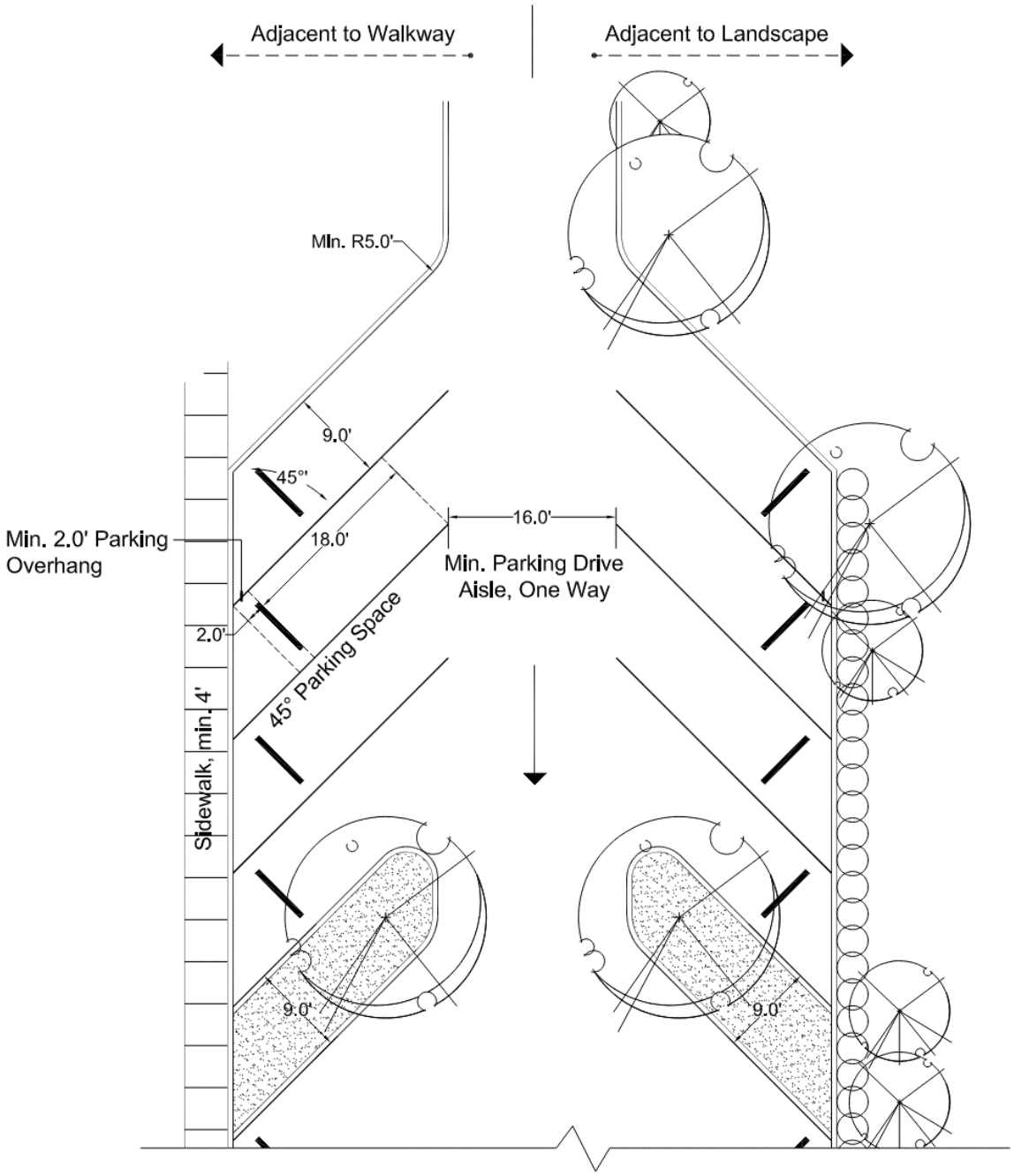
- 20' Depth Parking Stall Application
- One Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application



45 Degree Parking Illustrating

N.T.S.

- 18' Depth Parking Stall Application
- Two Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application



45 Degree Parking Illustrating

N.T.S.

- 20' Depth Parking Stall Application
- One Way Traffic Application
- Adjacent Walk Application
- Perimeter Landscape Application

N. Number of parking spaces required.

a. ***Residential uses:***

i. Single Family Detached, Duplex, Townhome and Live-Work. Residential parking requirements shall be off-street parking only.

1. up to three (3) bedrooms, two (2) spaces,
2. four (4) bedroom and larger requires three (3) parking spaces,
3. spaces may be tandem.

ii. Multifamily dwelling not listed above. Parking may include off-street and on-street to comply with total spaces required.

1. one and one quarters (1.25) spaces for an efficiency, studio or one bedroom Dwelling Units,
2. two (2) spaces for two-bedroom Dwelling Units,
3. two and a half (2.5) spaces for three (3) bedrooms and larger.

iii. Hotels - One (1) space for each sleeping room plus 50% of the required spaces for accessory uses such as restaurants and meeting rooms measured individually plus one space for each employee at peak shift.

b. ***Institutional uses:***

i. Assisted living, nursing homes, convalescent homes, and homes for the aged – (0.35) spaces per bed.

ii. Hospitals - One and one-half (1.2) spaces for each bed.

iii. Churches and funeral homes - One space for each four (4) seats in a sanctuary or chapel area, or one (1) space per sixty (60) square feet of gross floor area in the main auditorium, whichever is greater.

iv. Art galleries, libraries and museums – One (1) space for each five hundred (500) square feet of gross floor area.

v. Government Office Building – One (1) Space per three hundred (300) square feet of usable floor are.

c. ***Schools, educational uses and care centers:***

i. Kindergarten, elementary and junior high schools—Two (2) spaces for each classroom, office room and kitchen.

ii. Senior high schools—Five (5) spaces for each classroom, office room, kitchen, gymnasium and auditorium.

iii. Day care/care center—One and one (1.0) spaces for each employee plus adequate provision for loading and unloading of persons.

iv. Dance, art and music studios—One (1) space for each three hundred (300) square feet of gross floor area.

v. Vocational, trade and business schools—One (1) space for each three hundred (300) square feet of gross floor area.

d. *Commercial uses:*

i. Retail, commercial or personal service establishments (not otherwise listed) – one (1) space per three hundred fifty (350) sf customer floor space.

ii. Auto service station - Two (2) spaces plus two (2) spaces for each service bay.

iii. C-Store, gas station – One (1) space per three hundred fifty 350 sf of customer floor space of store plus two (2) stacking for each fuel pump.

iv. Restaurants, bars, assemblies for the consumption of on-premises food and/or beverages - One (1) space for each (4) four patron seats (including indoor and outdoor patron seating).

v. Restaurants, drive thru – on-site dining per above, plus off-street stacking for minimum 8 vehicles behind order window.

e. *Assembly, recreational and similar uses:*

i. Private clubs - One (1) space for each four (4) seats or one (1) space for each four hundred (400) square feet of gross floor area, whichever is greater.

ii. Theaters, Assembly, Auditorium - One (1) space for each four (4) seats.

iii. Bowling alleys - Three (3) spaces for each alley, plus required parking for any other uses on the site.

iv. Community center, meeting rooms, recreational facilities - One (1) space for each four hundred 400 square feet of gross floor area or one space for each three seats, whichever is greater.

v. Golf driving ranges (when independent from a course)- One (1) space for each tee plus required parking for other ancillary uses on site.

vi. Golf course – Two (2) spaces per hole plus 50% required parking for ancillary uses such as clubhouse, bar, restaurant.

vii. Fitness centers (independent, when not associated with another use) – One (1) space per two hundred 200 sf fitness space.

viii. Public, private and commercial parks, campgrounds and recreational areas—One (1) space for each campsite or picnic area.

ix. Swimming Pool – One (1) space per fifty (50) sf water area. Community pools within the Community may reduce required parking by 50% and/or provide up to 50% parking with bike rack and/or golf cart parking spaces.

f. ***Office and professional uses:***

i. Professional and business offices, including medical and dental offices or clinic – One (1) space per three hundred (300) sf usable space.

ii. Tradesman office, contractor office or similar – Two (2) spaces plus one (1) space for each company vehicle.

g. ***Industrial, wholesale, warehouse, storage and similar uses:***

i. Industrial, wholesale - One (1) space per two thousand (2,000) square feet of gross floor area plus one (1) space per five hundred (500) sf retail display space.

ii. Warehouse, storage – One (1) space minimum for office plus one (1) space per five thousand (5,000) square feet.

O. Number of loading spaces required - Off-street loading spaces shall be provided and maintained as follows:

a. Each retail store, storage warehouse, wholesale establishment, industrial plant, factory, freight terminal, merchant, restaurant, mortuary, laundry, dry cleaning establishment or similar use which has an aggregate floor area of:

i. Over 5,000 square feet but not over 25,000 square feet shall have one (1) space.

ii. 25,000 square feet but not over 60,000 square feet shall have two (2) spaces.

iii. 60,000 square feet but not over 120,000 square feet shall have three (3) spaces.

iv. 120,000 square feet but not over 200,000 square feet shall have four (4) spaces.

v. 200,000 square feet but not over 290,000 square feet shall have five (5) spaces, plus one (1) additional off-street loading space for each additional 90,000 square feet over 290,000 feet or major thereof.

b. Each office or financial institution shall provide one (1) space for the first 75,000 square feet of gross floor area, and one (1) space for each additional 60,000 square feet or major fraction thereof.

c. With respect to multiple dwellings:

i. For each multifamily building, apartment complex or hotel having at least 20 dwelling unites (du's) but not over 50 du's—One (1) space.

ii. For each multifamily building, apartment complex or hotel having over 50 du's —Two (2) spaces.

d. For each auditorium, convention hall, exhibition hall, museum, motel, hotel, office building, sports arena, stadium, hospital, sanitarium, welfare institution or similar use which has an aggregate floor area of over 10,000

square feet, but not over 40,000 square feet—One (1) space, plus one space for each additional 60,000 square feet or major fraction thereof.

P. Flag Lots – Flag Lots shall be allowed within any residential development parcel within Reserve at Haw Creek. Flag Lots provide additional variety to the streetscape, provide access to unusual land configurations, reduce the need for wetland impacts and reflect many homebuyers' preference for this type of secluded Lot. Flag Lots shall meet the following:

a. The minimum Lot width for a flag Lot shall be twenty-five (25) feet at the right-of-way; the minimum Lot width for a flag Lot as defined by the zoning district herein does not apply, however minimum Lot area as defined herein remain in effect.

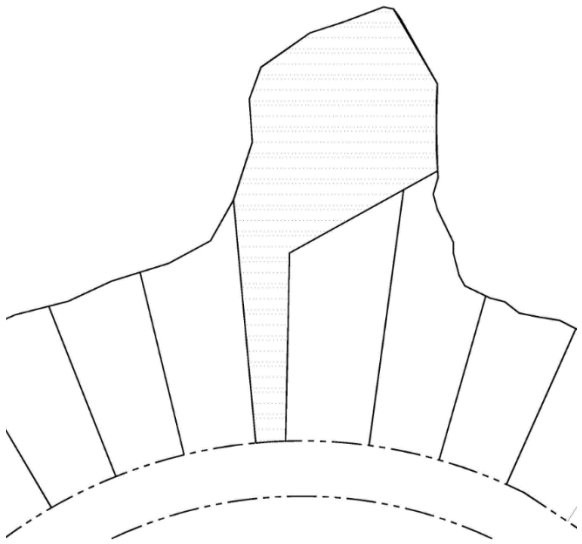
   i. Flag lot width past the "flag pole" access shall comply with base zoning requirements which initiate at "flag" portion of a flag lot. For clarity, front yard setback starts at end of "flag pole" / beginning of "flag" of lot.

b. All Driveways within flag Lots shall remain at least five (5) feet away from the side property line.

c. Two flag Lots adjacent to each other may share a Driveway, in that case the driving shall straddle the shared flag Lot line.

d. No more than 10% of detached Lots within a neighborhood shall be flag Lots.

e. Below is an example of a flag Lot:



Q. Easements – Drainage and utility easements shall be planned and provided on-site to allow for fully integrated community development.

a. Easements may be required to integrate parcels of different ownerships to

ensure proper distribution of utilities and/or stormwater transmittal.

b. Easements may be required within the front yard setback parallel to the road right-of-way, within the front yard setback, abutting the right-of-way, allowing for utilities serving the Community. This requirement is often typical of narrower rights-of-way but may apply to all rights of ways.
c. Easements may be required at ends of cul-de-sacs to ensure proper utility / stormwater distribution to all parcels abutting said cul-de-sac and / or adjacent properties.
d. All easements shall be legally established, surveyed and recorded as required by City of Bunnell during the platting process.

R. Community Name - The name, "Reserve at Haw Creek" is referenced throughout this document and applies to the land identified by parcel numbers and attached survey. The name may be changed at any time through administrative approval and a single amendment to this PUD shall be attached identifying the new name. A name change, if implemented, does not impact the development criteria outlined here within, nor does it require this document be modified to reflect the new name, other than adding a single page addendum identifying the new name. If implemented, any reference to "Reserve at Haw Creek" shall apply to the new name applied.

S. Bus stops – Bus stops with shelter for school bus pickup shall be provided within Reserve at Haw Creek as follows:

a. Age restricted neighborhoods do not need to provide a bus stop / participate in bus stop sharing.
b. The number of bus stops and stop locations will be contingent upon actual development patterns and housing types. The master developer shall coordinate with Flagler County Schools for guidance during Community implementation.
c. Bus stops can be shared amongst multiple neighborhoods and a cost share donation of the land and implementation costs shall be equally shared by the number of residential units they serve.
d. Bus stops co-located with recreational amenities or other Community facilities are ideal and encouraged.

T. Sign Requirements – Signs implemented throughout Reserve at Haw Creek shall comply with the following requirements:

a. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Animated sign means any sign that uses movement or change of lighting to depict action or create a special effect or scene.

Banner means any sign of lightweight fabric or similar material that is permanently mounted to a pole or a building by a permanent frame at one or more edges. National flags, state or municipal flags, or the official flag of any institution or business shall not be considered banners.

Beacon means any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also, any light with one or more beams that rotate or move.

Building marker means any sign indicating the name of a building and date and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

Building sign means any sign attached to any part of a building, as contrasted to a freestanding sign.

Canopy sign means any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

Changeable copy sign means a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than eight times per day shall be considered an animated sign and not a changeable copy sign for purposes of this chapter. A sign on which the only copy that changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a changeable copy sign for purposes of this chapter.

Commercial message means any sign wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity.

Community Monument means an architectural feature emphasizing the entrances to the Reserve at Haw Creek Community from external roads. Monuments may or may not include signage.

Drive-through menu boards are freestanding signs adjacent to and oriented toward a drive-through lane exclusively at drive-through restaurants used to communicate restaurant menu items and may, or may not contain speakers and communication systems for customer ordering.

Flag means any fabric, banner, or bunting or other lightweight durable material containing distinctive colors, patterns, or symbols, used as a symbol of a government, political subdivision, or any other entity.

Flag Sign means any fabric or other lightweight durable material containing distinctive colors, patters or symbols used to promote a new business opening, special offers or events for a private or public entity.

Freestanding sign means any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from any building or other structure.

Ground sign means any sign with the base of the sign set at ground level. Also referred to as monument sign, see Monument sign definition.

Incidental sign means a sign, generally informational, that has a purpose secondary to the use of the zone lot on which it is located, such as "no parking," "entrance," "loading only," "telephone," and other similar directives. No sign with a commercial message legible from a position off the zone lot on which the sign is located shall be considered incidental.

Lot means any piece or parcel of land or a portion of a subdivision, the boundaries of which have been established by some legal instrument of record, that is recognized and intended as a unit for the purpose of transfer of ownership.

Mansard means a roof with two slopes on all sides, the lower slope being nearly vertical and the upper slope being nearly horizontal.

Marquee means any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Marquee sign means any sign attached to, in any manner, or made a part of a marquee.

Monument sign means a ground sign that is a freestanding structure, typically installed at the entrance of a property, designed to be at eye level for pedestrians and drivers, set at ground level. Monument signs are built to be solid, durable, and shall blend with the architectural design of the surrounding environment it serves.

Pennant means any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

Portable sign means any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; menu and sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless such vehicle is used in the normal day-to-day operations of the business.

Principal building means the building in which is conducted the principal use of the zone lot on which it is located. Zone lots with multiple principal uses may have multiple principal buildings, but storage buildings, garages, and other clearly accessory uses shall not be considered principal buildings.

Projecting sign means any sign affixed to a building or wall in such a manner that its leading edge extends more than six inches beyond the surface of such building or wall.

Residential sign means any sign located in a district zoned for residential uses that contains no commercial message except advertising for goods or

services legally offered on the premises where the sign is located, if offering such service at such location conforms with all requirements of chapter 34.

Roof sign means any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure, and extending vertically above the highest portion of the roof.

Roof sign, integral means any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches.

Setback means the distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

Sign means any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public.

Sign, area of means the total surface of a sign including the background and frame but not structural supporting elements outside of its frame. Where a sign is composed of skeleton letters, characters, or symbols applied to a background which is not a structural part of the sign, the area of the sign shall be the smallest rectangle, triangle, or circle which will include the display. Where a sign is built with two faces back to back, the area of the sign shall be the larger of the areas of the two faces computed as herein before specified. In the case of three-faced signs forming an equilateral triangle, sign area shall be calculated as 1½ times the largest face. In the case of four-faced signs forming a square or cube, sign area shall be calculated as two times the largest face.

Snipe Sign means signs of any material, including but not limited to paper, cardboard, wood or metal when tacked, nailed or attached in any way to trees, poles, stakes, fences or other objects" on land where signs are not authorized to be displayed.

Street means a strip of land or way subject to vehicular traffic (as well as pedestrian traffic) that provides direct or indirect access to property, including, but not limited to, alleys, avenues, boulevards, courts, drives, highways, lanes, places, roads, terraces, trails, or other thoroughfares.

Street frontage means the distance for which a lot line of a zone lot adjoins a public street, from one lot line intersecting such street to the furthest distant lot line intersecting the same street.

Subdivision identification: A monument sign located at the intersection of two street rights-of-way. The only lettering shall be the name of the subdivision. Such sign may be illuminated only when the sign is abutting a right-of-way which is classified as collector.

Suspended sign means a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

Temporary sign means any sign that is used only temporarily and is not permanently mounted.

Wall sign means any sign attached parallel to, but within six inches of, a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface.

Window sign means any sign, pictures, symbols, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.

b. **Design, construction and maintenance -** All signs shall be designed, constructed, and maintained in accordance with applicable provisions of the Standard Building Code and the National Electrical Code. Except for banners, flags, temporary signs, and window signs conforming in all respects with the requirements of this chapter, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure. All signs shall be maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with this Code.

c. **Community Monuments -** Community identification monuments with integrated signs shall be permitted as follows:
    i. Community identification monuments with integrated signs:
        1. Allowed at each entry into the Community from access off surrounding roads, including State Road 11, State Road 100 and County Roads 302.
        2. Three primary Community entry monuments are allowed, one visible from SR 11, one visible from SR 100, one visible from CR 302.
            a. Adjacent to SR 11 and SR 100, monument size may be up to forty-five (45) feet in height when located one hundred (100) feet or farther back from SR ROW. Within one hundred (100) feet of SR ROW, maximum height shall be 35 ft. Monument shall comply with applicable roadway setbacks and clear zones, otherwise no parcel setbacks are required.
            b. Adjacent to SR 11 and SR 100, each sign integrated on primary community entry monument may be up to four hundred (400) sf in overall size.
            c. Adjacent to CR 302, monument size may be up to twenty five (25) feet in height. Monument shall comply

with applicable roadway setbacks and clear zones, otherwise no parcel setbacks are required.

d. Adjacent to CR 302, each sign integrated on primary community entry monument may be up to two hundred (200) sf in overall size.
e. For the sign portion of the monument:
    i. Pole signs and pendant signs are not allowed.
    ii. Signs may be double sided.
    iii. Signs may be illuminated, internally and/or externally.
    iv. Signs have no height restrictions when attached to the monument, otherwise, if independently located, twenty (20) feet in height.
f. Monuments (and if independent, sign) shall be on a dedicated parcel, to be maintained by community governance as outlined herein.
g. ROW encroachment – Monument and entry signs may encroach within the right-of-way or be located centrally to a round-about, if and only if in compliance with all regulatory agency over the ROW and approved by such agency. Encroachment shall be established by either easement or parcel ownership.

3. Secondary community monuments with signs are allowed, one at each entry into the Community other than primary entrances, from State Road 11, State Road 100, County Road 302.
    a. Monument size may be up to twenty-five (25) feet in height from SR 11 and SR 100 and twenty (20) feet in height along CR 302. Monument shall comply with applicable roadway setbacks and clear zones, otherwise no parcel setbacks are required.
    b. Each sign integrated on primary community entry monument may be up to two hundred (200) sf in overall size.
    c. For the sign portion of the monument:
        i. Pole signs and pendant signs are not allowed.
        ii. Signs may be double sided.
        iii. Signs may be illuminated, internally and/or externally.
        iv. Signs have no height restrictions when attached to the monument, otherwise, if independently located, fifteen (15) feet in height.
    d. Monuments (and if independent, sign) shall be on a dedicated parcel, to be maintained by community

governance as outlined herein.

e. Signs may encroach within the right-of-way or be located centrally to a round-about, if in compliance with all traffic design requirements and encroachment is established by either easement or parcel ownership.

d. **Signs in the Reserve at Haw Creek right-of-way -** No signs shall be allowed in the Reserve at Haw Creek right-of-way, except for the following:

i. Permanent signs, including:

1. Traffic control signs in compliance with applicable roadway standards (local, county, state).
2. Public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information, and direct or regulate pedestrian or vehicular traffic;
3. Bus stop signs erected by a public transit company;
4. Informational signs of a public utility regarding its poles, lines, pipes, or facilities; and
5. Signs may be mounted to decorative posts within the community. If so, all posts shall match the same style throughout the Community.
6. Traffic control signs may be mounted within a frame providing a design aspect to the sign, including community logo, as long as the sign remains compliant with the manual in uniform traffic control devices (MUTCD).

ii. Entry Monuments. Note, applicable to Reserve at Haw Creek ROW only, not City, County or State, unless permission is granted by agency with authority.

iii. When in compliance with applicable roadway standards (local, county, state).

iv. Requires additional review and approval by said governmental entity with authority over roadway.

v. Maintenance of Traffic and Emergency warning signs erected by a governmental agency, a public utility company, or a contractor doing authorized or permitted work within the public right-of-way.

e. **Signs allowed in residential areas** - Signs located in areas developed and used for residential purposes shall be limited to flags, subdivision and multifamily development identification signs and signs for model home centers. Signs permitted in residential areas shall conform to the following requirements:

i. Flags and flagpoles shall conform to the following requirements:

1. One flagpole and three flags are permitted per parcel.
2. Flagpoles shall be ground mounted and not exceed a height of 25 feet.
3. Flags shall measure 4½ by six feet or less.
4. All flagpoles shall have a minimum five-foot setback from the property line.

ii. Residential neighborhood identification signs shall conform to the following standards:

1. Signs may be located at each principal entrance to a development. Principal entrances are considered to be those locations involving the intersection of a subdivision street with a collector or arterial roadway, or the intersection of a private multifamily development street with a collector or arterial roadway.
2. Signs shall be monument / ground signs. Pole and pendant signs are not allowed.
3. Sign design, materials and illumination shall compliment the neighborhood architectural style, materials and colors.
4. Where more than one sign is allowed, all signs shall be designed using the same construction methods, materials, colors. Letter and logo styles per community.
5. Signs shall be set back from any property line at least five feet.
6. Signs shall not exceed a combined total of 240 square feet of sign face area. No individual sign (each side of a double sided sign) shall exceed 120 square feet.
7. Signs shall not obstruct a clear visibility triangle. However, ground mounted signs not exceeding 2½ feet in height above the natural grade shall be allowed, and shall not be considered to impede clear visibility.

iii. Churches, clubs, and other uses allowed in residential areas - Churches, clubs and other uses allowed in residential areas may allow:

1. One nonilluminated wall sign per road frontage meeting all requirements for nonresidential areas except that such signs shall also not exceed six (6) square feet.
2. One monument sign per road frontage meeting all requirements for nonresidential areas

iv. Additional signs in residential developments may be permitted, subject to the following requirements:

1. Signs may be permitted within a residential neighborhood identifying parks, recreational areas and other amenity entries.
   a. One sign per amenity entry, whether vehicular entry or pedestrian only, shall be allowed.
2. Informational signage shall be allowed within a park, along a trail or in general within said amenity areas providing directions or information for use / history.
   a. No sign shall exceed ninety (90) sf in size.
   b. Informational signs shall not exceed three (3) sf in size each.
   c. Informational signs shall not exceed six (6) foot in height.
   d. Informational / historical signs shall not exceed thirty-five (35) sf each.
3. There is no limit to the number of signs related to recreational / amenity uses.

f. Sign Maintenance - The following maintenance requirements shall be met:

Provisions shall be made for the establishment of an owner's association or other appropriate provisions for continuing maintenance of residential development signs after the project developer no longer has maintenance responsibility.

g. Model Homes - Model home center signs shall conform to the following requirements:

i. A model home center, consisting of two or more model homes on a single block which does not contain occupied residences, shall be eligible for identification signs according to the following requirements:

1. One sign and one flag sign may be permitted per model home.

2. Each permitted sign shall be located on the same lot as the model home.
3. Signs shall not exceed 32 square feet in area, flag sign shall not exceed 24 square feet in area.
4. Signs shall be set back from any property line a minimum of five feet.
5. Illumination of identification signs is limited to the hours between sunset and 10:00 p.m.

ii. A model home which does not qualify as part of a model center, may nevertheless be eligible for an identification sign, subject to the following requirements:

1. One sign and one flag sign may be permitted per model home.
2. Each permitted sign shall be located on the same lot as the model home.
3. Signs shall not exceed 16 square feet in area, flag sign shall not exceed 24 square feet in area.
4. Signs shall be set back from any property line a minimum of ten feet.
5. Signs shall not be illuminated.
6. Signs shall be permitted as long as the model home is a model and not occupied as a residence. Once the model home converts to residential occupancy, all signs shall be removed.

iii. Additional signs in residential developments may be permitted, subject to the following requirements:

1. A model home center may be permitted up to two additional identification signs with an aggregate sign area of 16 square feet.
2. Up to four single-pole flags per street frontage may be permitted for model home centers. Flagpoles shall be separated by a minimum distance of 20 feet. Flags shall not exceed 12 square feet each.
3. Banners, streamers, or similar devices are expressly prohibited in areas of residential development.

h. Signs in nonresidential areas - This section applies to all uses within the town center and to attached residential served by an off-street parking Lot (Multifamily, condominium, Live-Work, etc.), subject to the following:

i. Allowed at each entry into the parcel from access off internal collector / primary roads within the Community.

ii. Projecting, monument, wall, or marquee signs are allowed subject to the standards stated in this section. Pole signs are not allowed.

iii. Branding on Awnings / Umbrellas for outdoor seating do not count against the total sign area permitted.

iv. Sign design, materials and illumination shall compliment the building's architectural style, materials and colors the sign is associated with.

v. Where more than one sign is allowed, all signs shall be designed using the same construction methods, materials, colors, lettering and logo styles per building.

vi. Mixed uses shall be limited to one sign per building with each use identified on the multi tenant sign.

vii. The maximum area per sign face for a freestanding sign shall be two square feet of a sign area for each lineal foot of building facing the lot front, up to the maximum requirements outlined below.

The table below establishes sign face areas as a function of setback and maximum height.

Maximum Area Per Sign Face	Minimum Setback From Right-of-Way	Maximum Height Requirements
32 square feet	5 feet	6 feet
96 square feet	10 feet	8 feet
128 square feet	15 feet	10feet
160 square feet	20 feet	16 feet
200 square feet	25 feet	20 feet

viii. Directional signs such as entrance, exit, parking and other similar information shall not exceed three (3) square feet. Such signs may be permitted up to the property line and shall not be considered a freestanding sign for the purpose of this Code.

ix. No freestanding sign shall be erected within the minimum buffer required by the use of the site on which it is erected.

x. Wall or projecting signs shall conform to the following requirements:

xi. Wall signs shall not project more than two feet beyond the face of the building. Projecting signs shall not extend beyond six (6) feet beyond the face of the building.

xii. A wall sign shall not project beyond the top or edge or any parapet wall to which it is attached.

xiii. The bottom of a projecting sign shall be a minimum of eight feet above grade.

xiv. Marquee signs shall conform to the following requirements:

1. Marquee signs shall not be larger than 80 percent of the marquee sign face area.
2. Marquee signs may be on the vertical faces of marquees and may project below the lower edge of the marquee not more than 12 inches. The bottom of marquee signs shall be no less than eight feet above the sidewalk or grade at any point. No part of the sign shall project above the vertical marquee face, or beyond the marquee itself. This does not prohibit the placement of the sign message on the sloping portion of the awning.

xv. Drive-through menu boards shall conform to the following requirements:

1. Each drive-through restaurant may display up to two freestanding menu signs per drive-through, which shall be adjacent to and oriented toward the drive-through area.

xvi. Off-site signs may be allowed for subdivision identification, subject to the following requirements:

1. Only one such sign shall be permitted on a parcel of land.
2. The parcel shall be a minimum of 50 feet wide and shall be vacant.
3. Written permission of the property owner shall be provided with the permit application.
4. Sign face area and location requirements of this chapter shall be met.
5. Appropriate agreements for maintenance shall be provided with the permit application, specifying the party responsible for sign maintenance.

xvii. Each nonresidential parcel of land may be permitted flags and flagpoles conforming to the following requirements:

1. One flagpole and two flags are permitted per parcel except that government-owned property may be permitted two flagpoles and four flags per parcel.
2. Flagpoles shall be ground mounted and not exceed a height of 30 feet.

3. All flagpoles shall have a minimum five-foot setback from the property line.

i. **Exempt signs** - The following signs shall be exempt from regulation under this chapter:

i. Any public notice or warning required by a valid and applicable federal, state, or local law, regulation or ordinance;
ii. Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three feet beyond the lot line of the zone lot or parcel on which such sign is located;
iii. Works of art that do not include a commercial message;
iv. Holiday lights and decorations with no commercial message, but only between October 31 and January 30;
v. Traffic control signs on private property, such as Stop, Yield, and similar signs, the face of which meet department of transportation standards and which contain no commercial message of any sort; [and]
vi. Local, state and national flags placed along rights-of-way by the governing entity in celebration of holidays.

j. **Prohibited signs -** All signs not expressly permitted under this chapter or exempt from regulation hereunder in accordance with the previous section are prohibited in the Reserve at Haw Creek community. Such signs include, but are not limited to:

i. Beacons;
ii. Billboards
iii. Pennants;
iv. Portable signs;
v. Roof signs;
vi. Snipe signs;
vii. Inflatable signs and tethered balloons; and

U. **Outdoor lighting -** The purpose of this Section is to provide regulations that preserve and enhance the view of the dark sky; promote health, safety, security, and productivity; and help protect natural resources. The provisions of this Section are intended to control glare and light trespass. It is the intent of this Section to provide standards for appropriate lighting practices and systems that will enable people to see essential detail in order that they may undertake their activities at night, facilitate safety and security of persons and property, and curtail the degradation of the nighttime visual environment.

a. All outdoor lighting fixtures installed on private property and public right-of-way within the boundaries of this PUD shall comply with this Section. This Section does not apply to interior lighting.

b. General Standards. The following general standards shall apply to all outdoor lighting fixtures and accent lighting within the PUD:

i. All outdoor lighting fixtures and accent lighting shall be designed, installed, located and maintained such that there is no light trespass (see Figure 2)

ii. Outdoor lighting fixtures and accent lighting must be shielded and aimed downward. Examples of acceptable and unacceptable light pollution control shielding are shown in Figures 1 through 3 of this section. The shield must mask the direct horizontal surface of the light source. The light must be aimed to ensure that the illumination is only pointing downward onto the ground surface, with no escaping direct light permitted to contribute to light pollution by shining upward into the sky.

iii. Outdoor lighting fixtures and accent lighting shall not directly illuminate waterways, even if privately owned.

iv. Accent lighting shall be directed downward onto the illuminated object or area and not toward the sky or onto adjacent properties (see Figure 3) Direct light emissions of such accent lighting shall not be visible above the roof line or beyond the building, structure, or object edge.

v. Spotlighting on landscaping and foliage shall be limited to 150 watts incandescent (2,220 lumens output) and comply with other standards in this Section.

c. Prohibited.

i. The following fixtures (luminaires) are prohibited:

a. searchlights for any other purpose other than temporary emergency lighting,

b. laser lights or any similar high-intensity light for outdoor use or entertainment,

c. quartz lamps, and

d. mercury vapor lamps.

d. Figures of Acceptable Shielding and Direction of Outdoor Light Fixtures. The following figures illustrate acceptable and unacceptable outdoor lighting fixtures in the PUD:

Figure 1: Freestanding Outdoor Lighting Fixtures

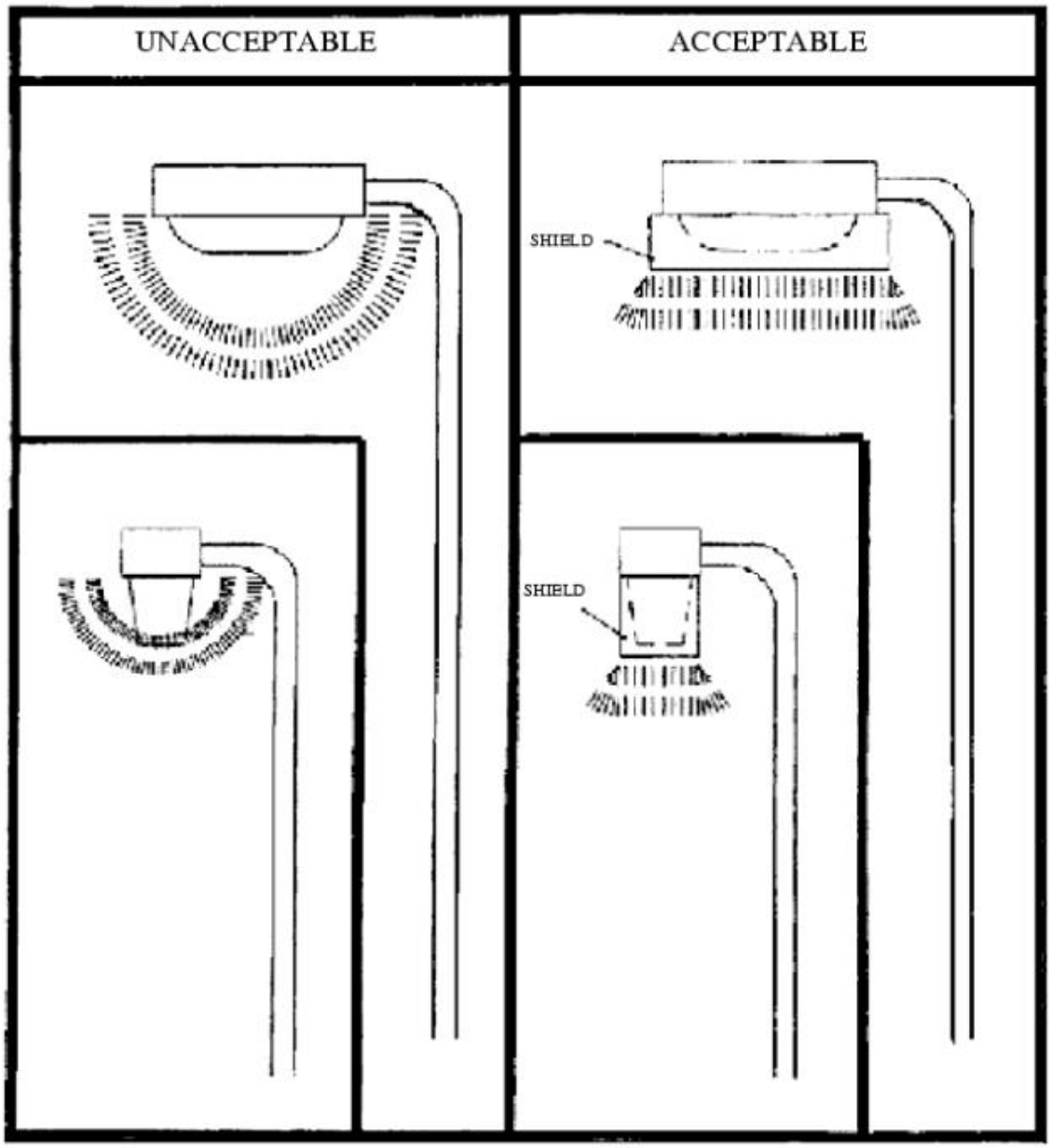


Figure 2: Outdoor Lighting Fixtures – Street and Lot Light Cut-off at Property Line

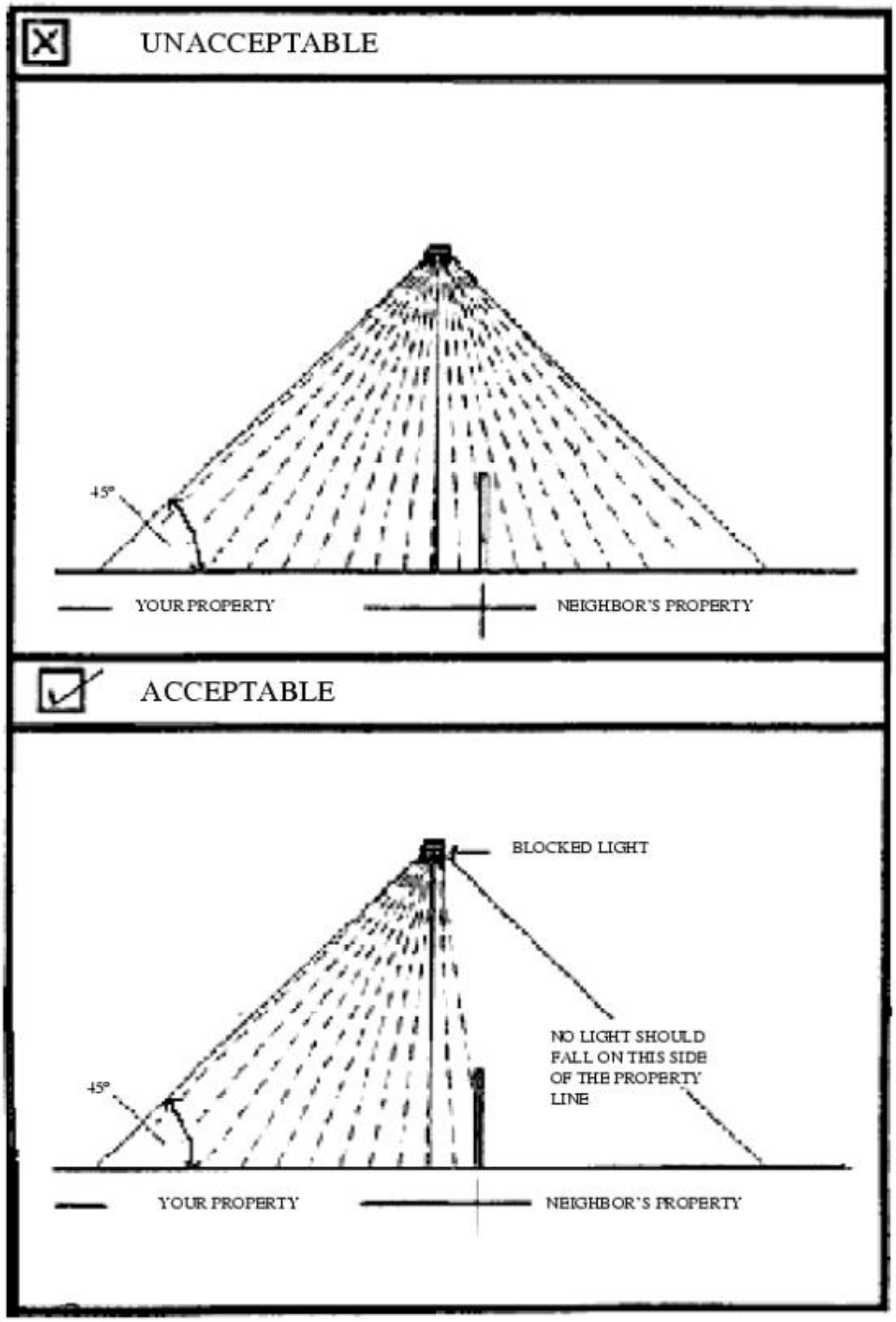
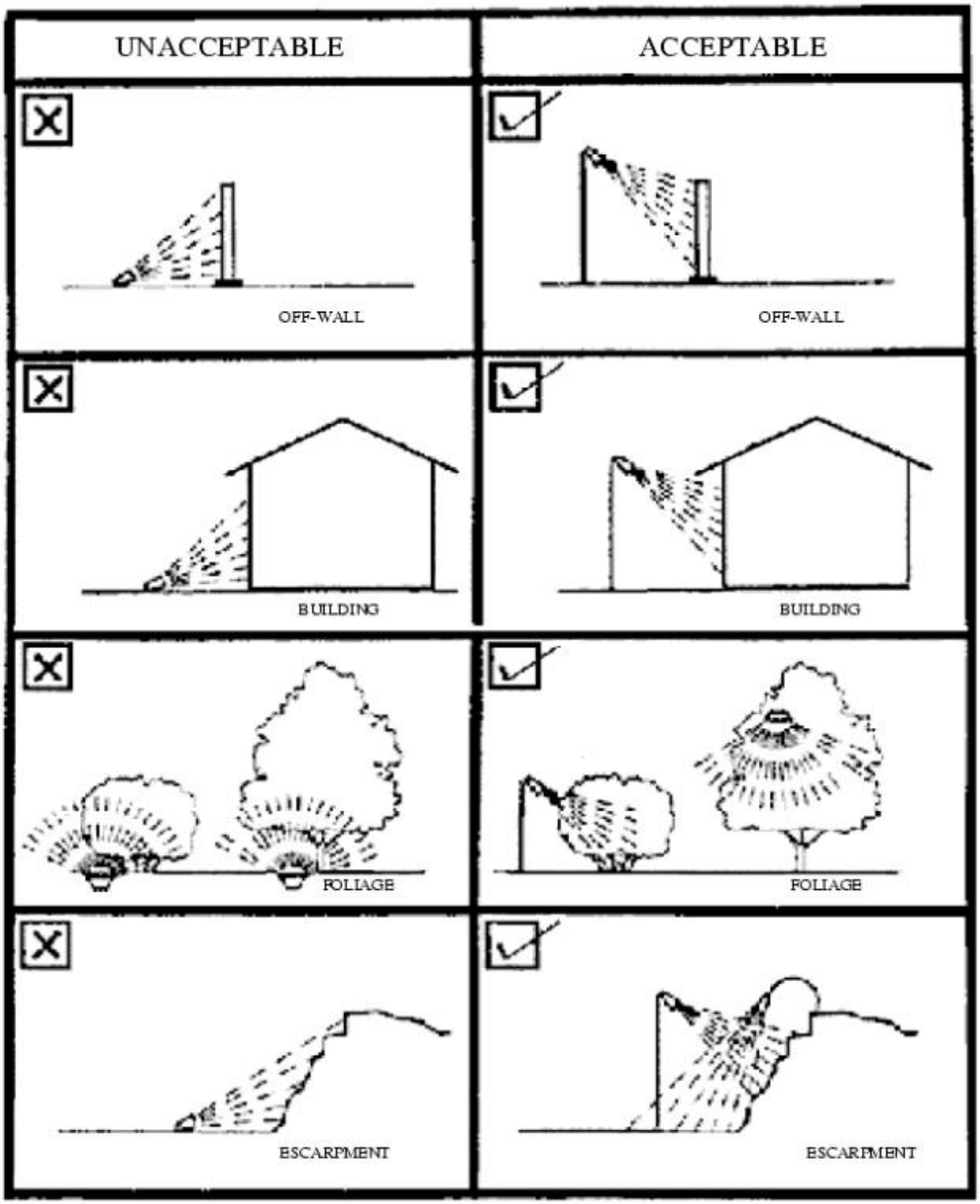


Figure 3: Accent Lighting



V. **Landscape Requirements -** Landscaping implemented throughout Reserve at Haw Creek shall comply with the following requirements:

a. Landscape Buffers. Reserve at Haw Creek is encouraging smart growth through best planning practices, two of which include substantial preserved greenspace and a walkable Community, utilizing shared resources to minimize pavements. As such:

i. Within the boundaries of the Community, no buffers are required between land uses. The Community was planned to take advantage of locating incompatible uses with existing natural buffers between the land use / zoning classifications.

ii. For parcels abutting the Community property line, buffers shall apply when abutting the shared property line.

iii. Buffers are required when a use abuts a property line that is a public right-of-way. Note, all ROW's treated the same other than CR 65 and CR 80 as identified below.

iv. A two (2) foot non-vehicular access easement is required along the rear yard property line of a lot with internal access which backs against another roadway.

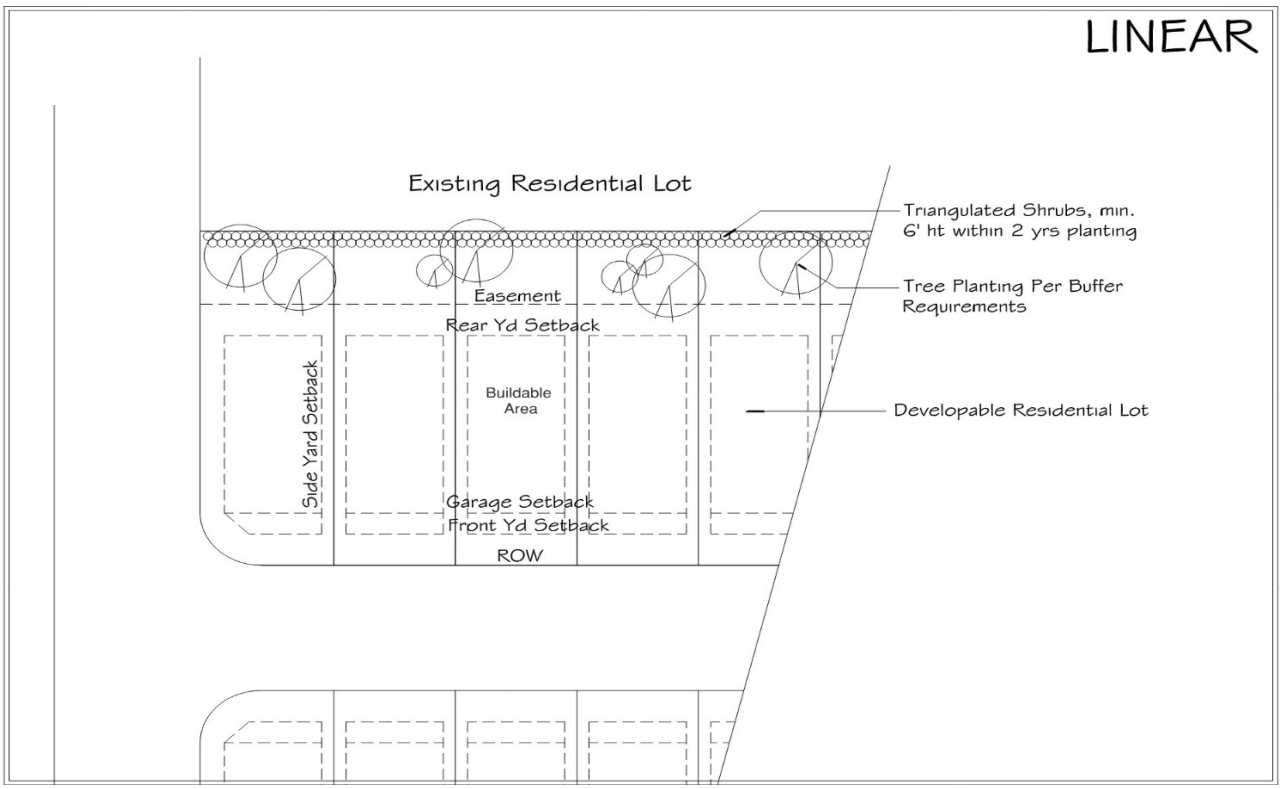
v. Buffers for community boundary adjacency are as follows:

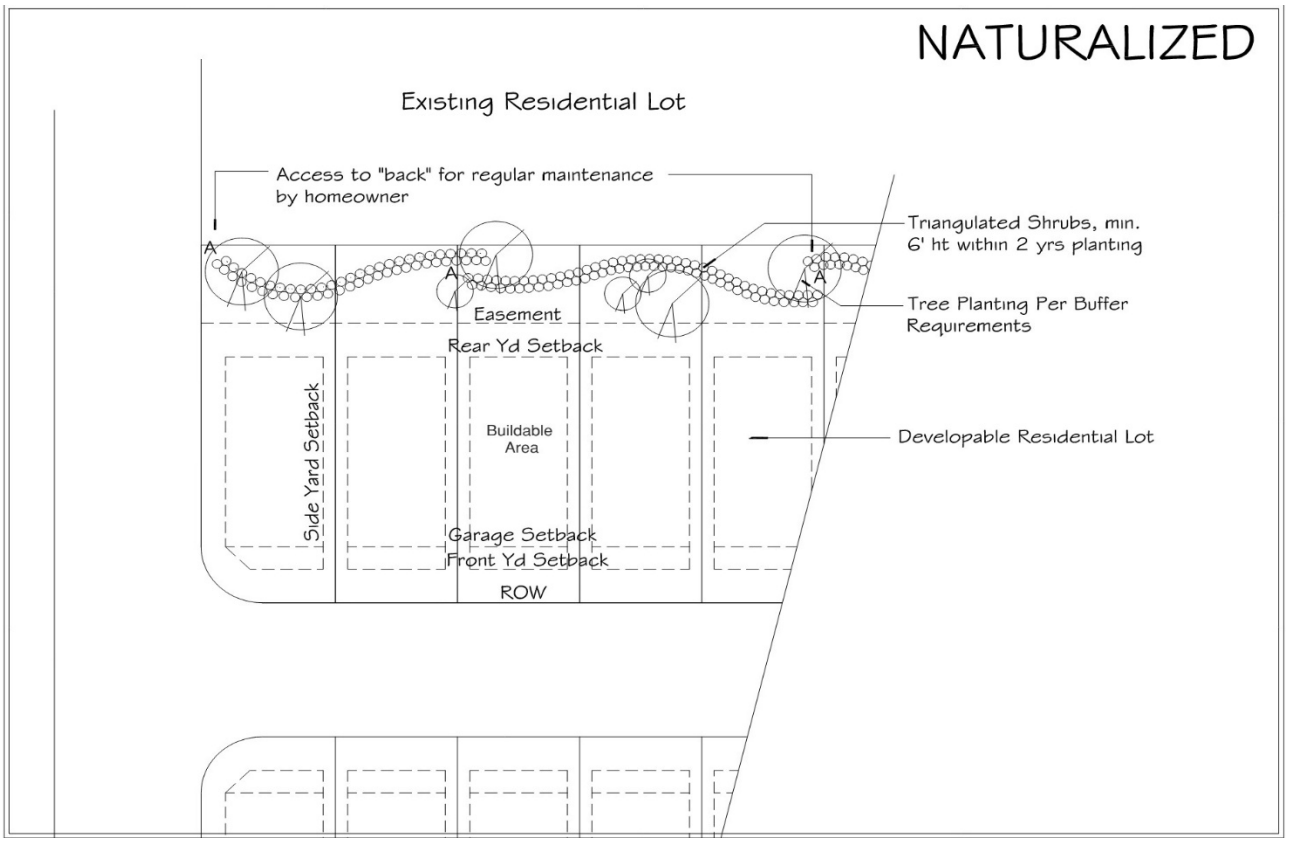
Proposed Land Use	Existing Residential	Existing Commercial / Industrial	R.O.W. between PL's of abutting uses
Residential & Multi Family 2 stories or under	35' natural and/or planted buffer	20' natural and/or planted buffer	15' Planted and/or natural buffer 50'natural buffer CR 65 & CR 80
Multifamily Higher than two Story	50' natural and/or planted buffer	10' natural and/or planted buffer	10' natural and/or planted buffer
Commercial / Office	50' natural and/or planted buffer	10' natural and/or planted buffer	10' natural and/or planted buffer
Industrial	50' natural and/or planted buffer	10' natural and/or planted buffer	10' natural and/or planted buffer
- Natural buffers must contain natural trees and vegetation. Supplement natural buffers with planted trees where gaps in excess of 50' without existing trees. Supplement natural buffers with shrubs or hardscape to ensure screening compliance			
- Planted buffers require trees and shrubs as outlined herein.			
- Where natural wetlands occur between land uses equal to or in excess of buffer requirements, no buffer is required on parcel as long as wetland is placed in conservation and equals or exceeds intended buffer requirements			
- Buffer maintenance a requirement of parcel owner containing buffer. A buffer easement shall be established over all buffers that allow the HOA or other community agency access to step in an maintain if not properly kept up, and bill the respective parcel owner.			

vi. Buffer screening. The landscape buffer shall provide a minimum six (6) foot high opaque screen within two (2) years through the following means:

1. Shrubs planted in a manner (typically triangulated) to achieve opacity. Any shrub planted shall be minimally three (3) feet in height at time of planting.
2. Plant size at the time of planting sufficient to achieve six (6) feet height within two (2) years from time of planting.

3. Fence or wall to provide the visual barrier. The finished side of the fence or wall shall face outwards and if a fence or wall is utilized, shrubs shall be planted minimally on the existing property side that achieves minimum height of four (4) feet within two (2) years of planting.
4. Berms may be utilized in conjunction with shrubs to achieve the required height and add interest to the screening.
5. Any above method, or combination of the above methods may be utilized.
6. Trees shall be required to be planted within the buffer regardless of screening method utilized.
    f. The quantity of trees shall be calculated based on one tree per fifty (50) lineal feet of buffer.
    g. The trees may be clustered / planted in groupings, but in no instance shall there be distances between trees exceeding two hundred (200) linear feet.
    h. 75% of the trees shall be shade trees, the balance may be ornamental, pine and/or palm trees.
    i. Topping of planted or natural trees is not allowed.
7. Buffer Screen Illustrations





b. Off street parking within Reserve at Haw Creek shall provide the following landscape / greenspace:
    i. Perimeter Landscape – A minimum six (6) foot landscape strip shall be provided around any off-street parking Lot.
        1. Within the landscape strip, abutting a street, a continuous hedge shall be provided, minimum 3' height within two (2) years from planting.
        2. Trees shall be planted withing the landscape strip.
            a. The quantity of trees shall be calculated based on one tree per fifty (50) lineal feet of buffer.
            b. The trees may be clustered / planted in groupings, but in no instance shall there be distances between trees exceeding one hundred (100) linear feet.
            c. 75% of the trees shall be shade trees, the balance may be ornamental, pine and/or palm trees.
            d. Topping of planted or natural trees is not allowed.
    ii. Vehicular Use Area – Landscape Islands shall be provided within the vehicular use area to direct circulation, protect parked vehicles and break up large fields of asphalt.
        1. Landscape islands shall be placed at the end of each parking row, separating the drive aisle from the parking.
        2. A Landscape island shall be provided within the parking Lot.

A maximum of 10 parking stalls shall be allowed between landscape islands.

a. Landscape islands shall be a minimum nine (9) feet wide and the depth of the parking stall, less one (1) foot.
b. Ends of islands shall receive an angle / radius to allow proper turning movements.
c. Landscape islands shall be planted with shrubs, turf and/or groundcover.
d. Each Landscape island shall receive one tree per parking row.
e. 75% of trees shall be shade trees, the balance may be ornamental, pine and/or palm trees.
f. Topping of planted or natural trees is not allowed.

iii. Landscaping distributed around any parking facility through perimeter landscaping and within the parking facility through landscape islands shall count towards compliance of the Open Space criteria as outlined in Section VI(h) above.

c. Residential Neighborhood / Right-of-way landscape – The following landscape shall be provided for each residential neighborhood and along primary spine roads.

i. All landscape areas along roads shall be planted with turf, groundcover and/or shrubs.
ii. Roads shall be designed as outlined herein to allow space to plant street trees without conflict with utilities.
    1. The quantity of trees planted shall be determined based on one (1) tree per sixty (60) lf of road, each side of the road.
    2. The trees may be clustered / planted in groupings, but in no instance shall there be distances between trees exceeding two hundred (200) linear feet.
    3. 75% of the trees shall be shade trees, the balance may be ornamental, pine and/or palm trees.
        a. Topping of planted or natural trees is not allowed.
iii. Residential Lots shall plant trees based on the following calculation (normal rounding applies):
    1. Lots 125’ in width or narrower, 1 tree per 2,500 sf
    2. Lots 126’ to ½ acre in width, 1 tree per 5,000 sf.
    3. Lots 21,781 sf or larger, 1 tree per 7,500 sf
    4. Tree planting shall follow the following application:
        a. 50% or more of required trees shall be shade trees.
        b. Minimally one tree shall be planted in the front yard.
        c. Topping of planted or natural trees is not allowed.
iv. Residential lots shall provide foundation plantings in addition to the required tree plantings.

d. Irrigation and maintenance – all newly planted landscape areas, other

than residential Lots, shall require the implementation of irrigation to ensure proper establishment of plantings.

i. Irrigation shall utilize re-use water / purple pipe, where available.
ii. Residential Lot irrigation is optional, but if utilized, shall utilize re-use water / purple pipe, where available.
iii. Landscaping within the right-of-way, parks and other community spaces shall be maintained by the governing authority (CDD, HOA, Etc.).

e. Historic trees shall be protected as outlined within the City of Bunnell Land Development Code.

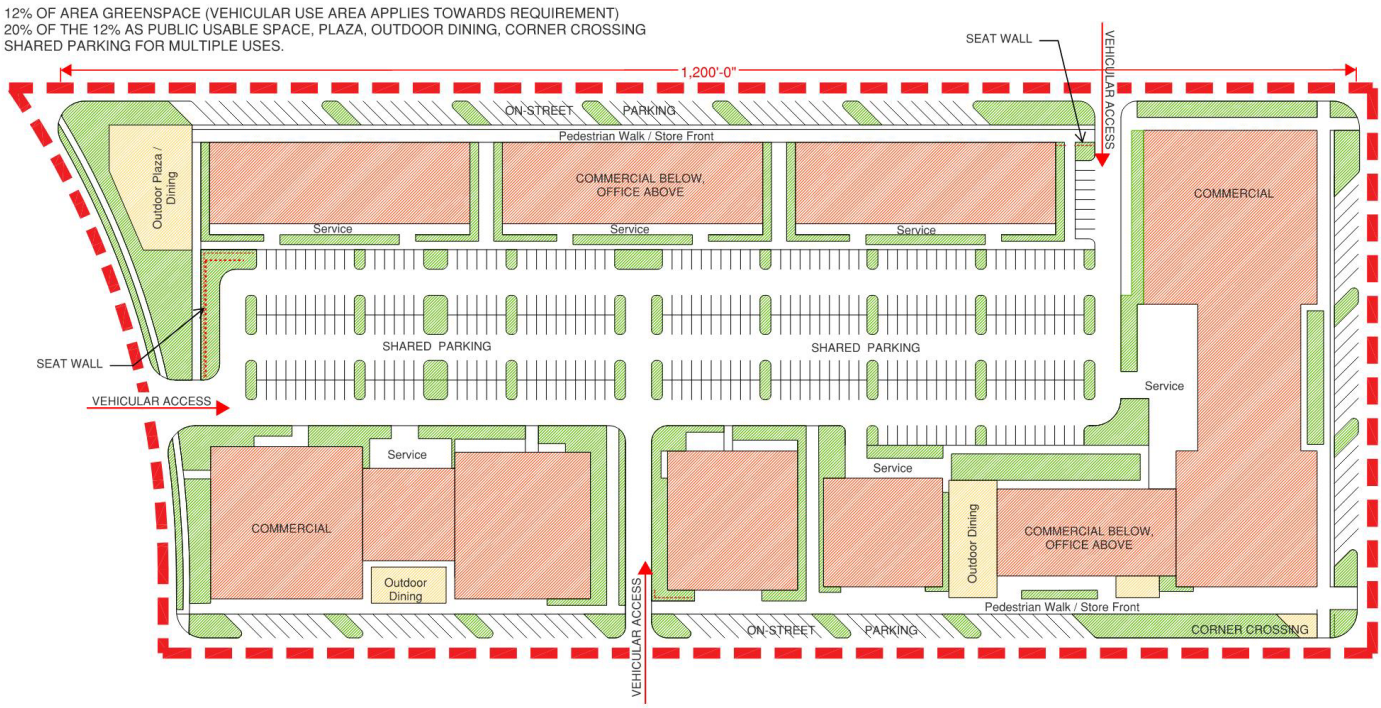
W. Town Center Development Requirements – The following requirements are provided to provide a creative multi-tenant development within the town center.

a. Within the town center, on-street parking may count towards the required parking count for uses located within one thousand two hundred 1,200 lf of the use on the same side of the road.

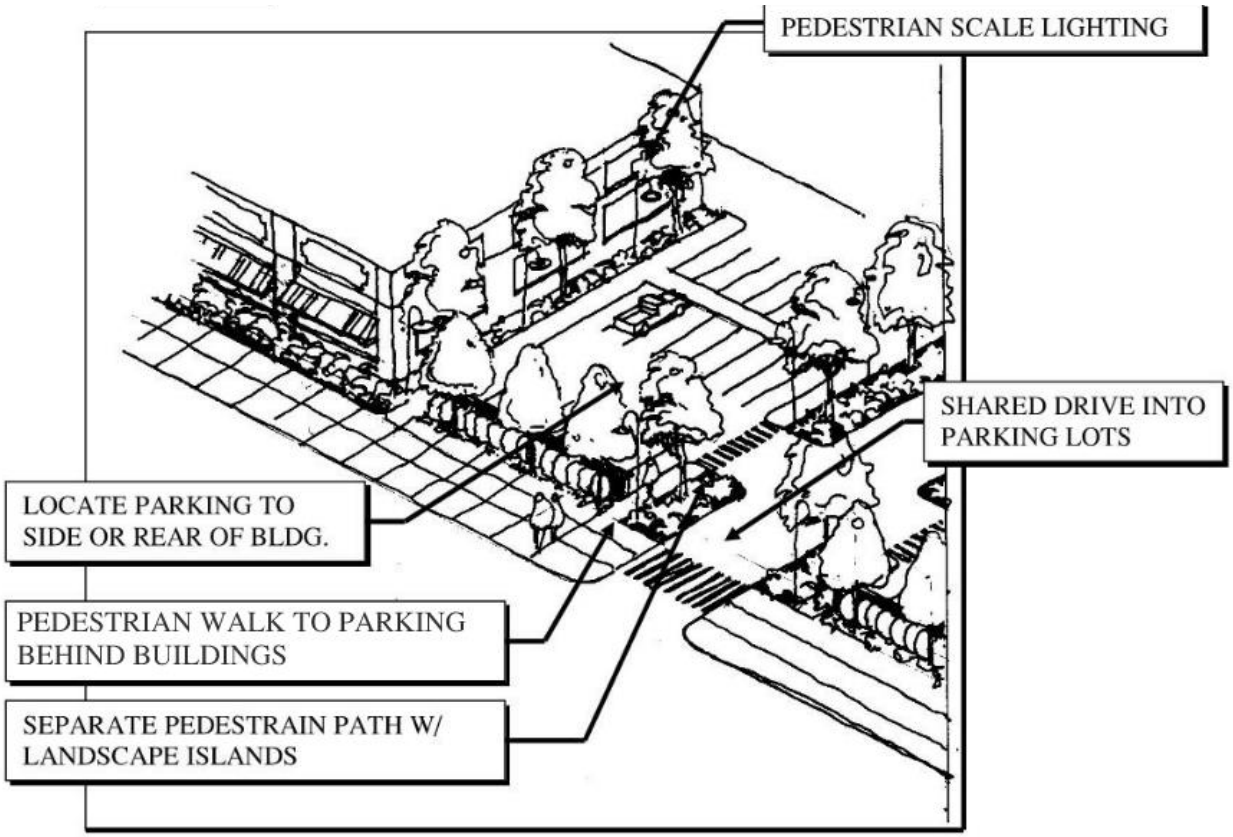
b. Shared parking. As outlined within the parking regulations, shared parking is encouraged, reducing the required amount of parking by up to fifty percent (50%) for each use, as long as located within one thousand two hundred (1,200 feet of the use. This incentive significantly reduces the impervious footprint of required parking lots, allowing for increased density, increased mix of uses and/or outdoor community space. To comply with this incentive, the following shall apply.

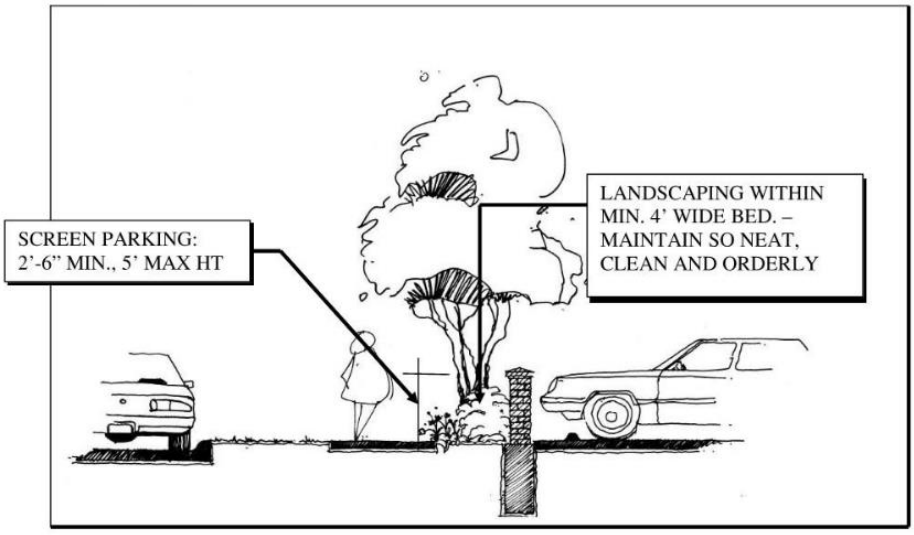
i. Off-Street parking shall be designed in a manner to link with the street sidewalk system as an extension of the pedestrian environment.
ii. Pedestrian crosswalks shall be provided at all road crossings within the town center.
iii. Provide lighting along pedestrian walkways, at a pedestrian scale (recommend 16' max height). Pedestrian lighting shall be provided in addition to road / parking lot lighting, which may be taller. All lighting shall be coordinated in style and for lighting patterns to work together as a unified system.
iv. Within the core town center, off-street parking lots shall be located to the side and/or rear of the buildings. On-street Parking may be utilized for parking in front of the buildings and count towards the total parking count.
v. For outparcels, off-street parking in the front of the building shall be limited to a single drive aisle with parking on each side. The balance of required parking shall be to the side or rear of the building.
vi. End cap drive thru services are allowed within the town center if stacking can be achieved and shall be integrated with parking to the side or rear of the building. All other drive-thru's shall be limited

to outparcels.

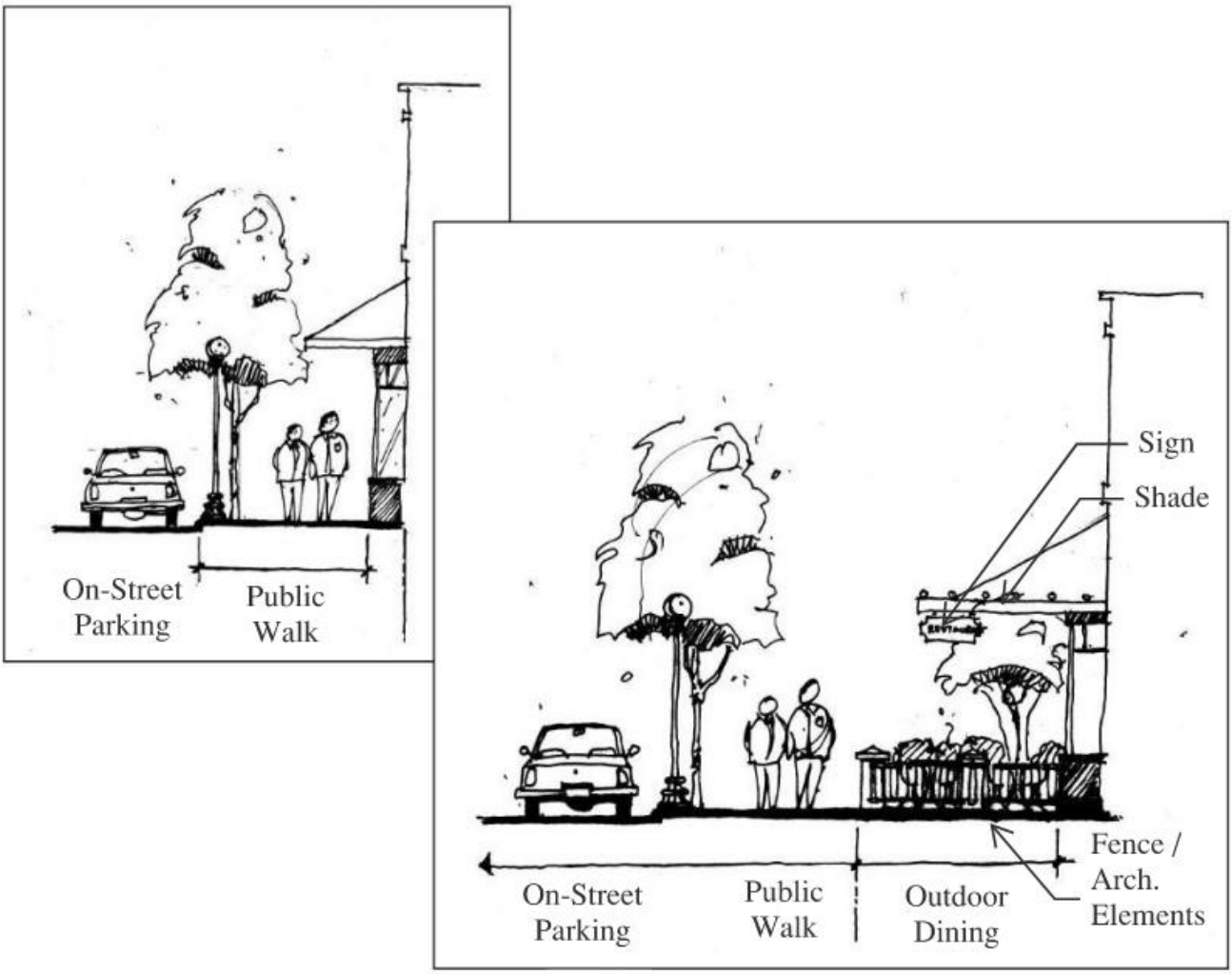


c. Parking seat / screen wall – Parking adjacent to buildings shall Integrate the visible portion of the parking lot with the streetscape architectural façade by providing a seat wall / screen wall and green space, which creates public use and allows the space to count towards the greenspace requirement, screens the lot and complies with parking lot buffering. Integrated with landscaping and paving, the wall minimizes the “sea of asphalt” view that parking often creates.





d. Outdoor Dining / Plaza's. A vibrant commercial streetscape is created through front façade articulation of the ground level floor in combination with integrating the ground floor design thru outdoor dining / merchandising space. Where provided, said spaces count towards the 20% greenspace requirement.

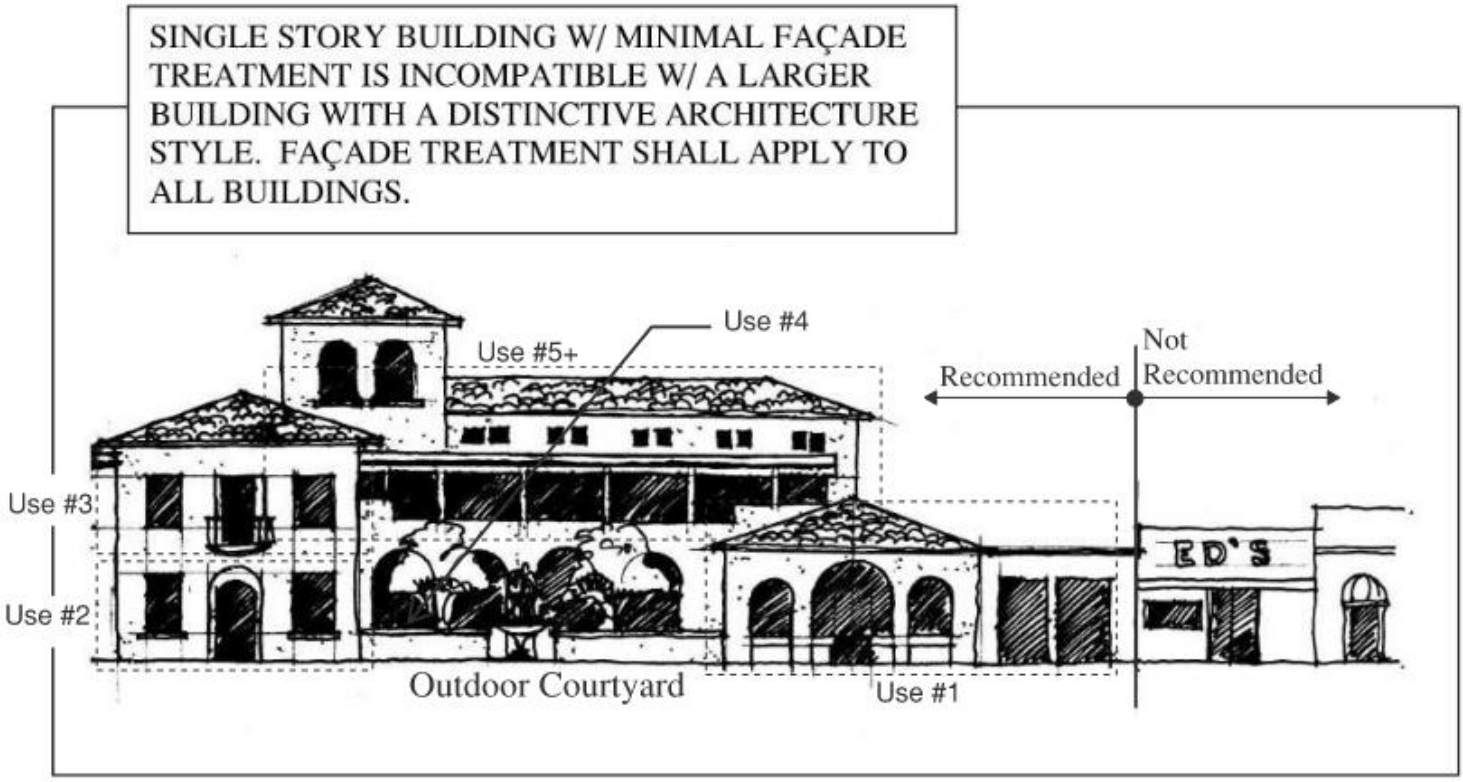


e. Mixed use buildings. Mixed use buildings provide for not only a more vibrant town center, and in conjunction with shared parking, allows for increased density, which translates to a more cost-effective use of the developed land. There are resultant environmental benefits through the use of less land and building less of an impervious footprint. The Town center shall integrate mixed-use buildings with the following design parameters.
    i. Building volume and mass are partially defined by façade treatment. Façade treatment also directly impacts the "marketability" of the product for sale and building use. Facades for commercial spaces within the town center, along the main street and abutting a public walk shall apply the following basic design principles:
        1. A kick plate, minimum 12", maximum 30" below the display window.
        2. A large clear view plate glass display window with a transom above.
        3. Awnings, which provide shade and inclement weather

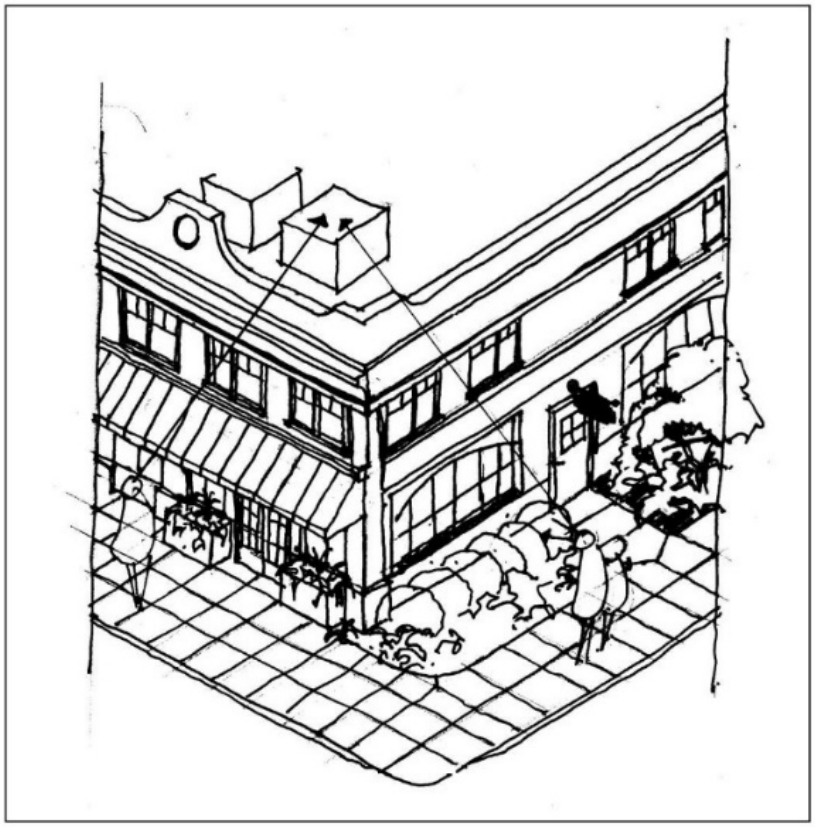
protection as well as additional branding opportunities.

4. Recessed entries, which provide façade variation and allow the merchandise displays prominence over the building entry.
5. Horizontal façade divisions that separate different buildings / uses.
6. Roof lines that become iconic to the community character and screen mechanical units and other utilities.
7. These basic façade design principles are illustrated below:

ii. Mixed use buildings are required and encouraged to implement building articulation to create building interest and scale the massing. This can be achieved by varying heights and setbacks within the same building, offsetting wall planes and adding architectural interest with roof overhangs, awnings, trellises, moldings and other elements. Through this articulation, outdoor spaces can be created, which comply towards the greenspace requirement, integral to the building, blurring the line between the public walkway and outdoor use for dining or retailing, which count towards the greenspace

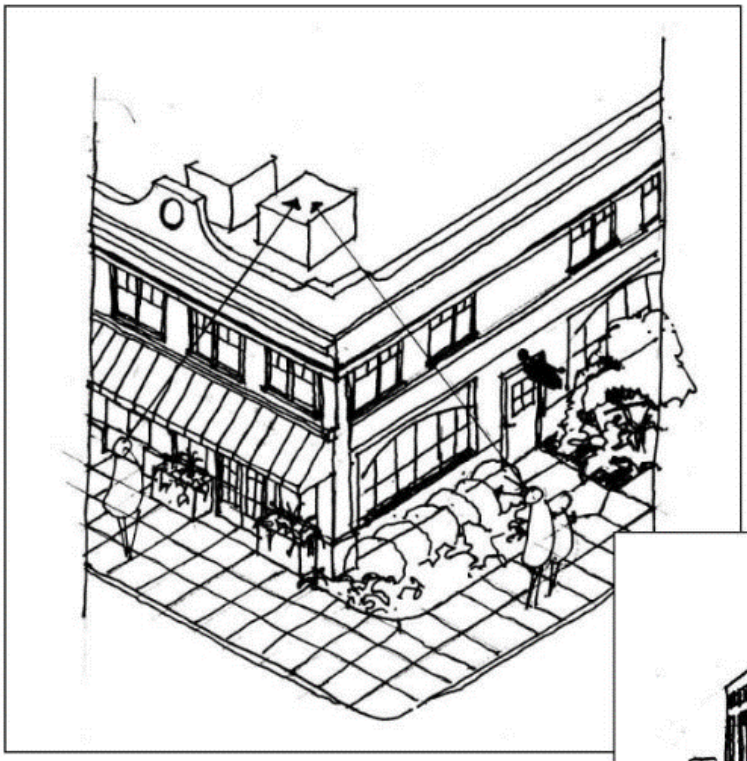


iii. Rooftops provide a unique community experience and shall be considered integral with the design. Building roof lines make a profile against the sky that shapes the community character. Through design, this articulated roof provides screening of unsightly mechanical units and utilities, which are encouraged to be rooftop where possible. Rooftops also provide an opportunity for use of space for living and/or public use, such as rooftop bars and restaurants.



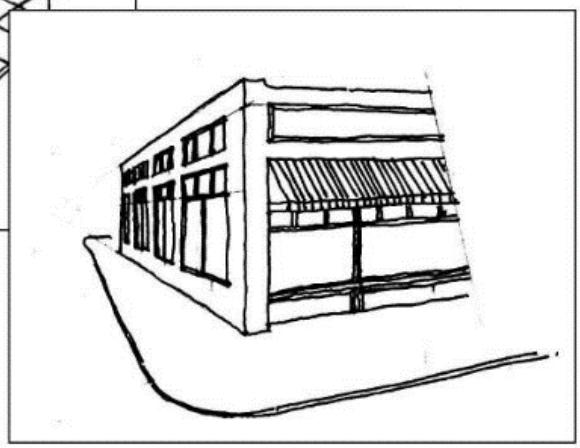
Parapet Screens Rooftop Mechanical
Roof Top Terrace
Building Material Diversity
Connection w/ Sidewalk

iv. Side Streets. Specialty shops and access to units above shall be provided along side streets, which extends the main street around corners and creates a comprehensive town center.



Required application

Not allowed



v. Building Materials. It is required that architectural compatibility is demonstrated through building style, mass, scale, materials and color.

1. Design diversity is encouraged, but buildings shall remain compatible to the community overall.
2. Building materials and colors are encouraged to be compatible with the community character, streetscape and nearby adjacent structures.
3. Building materials and colors are encouraged to be carried through on all exposed / visible facades of the building.
4. Low maintenance materials that are durable and high quality shall be utilized.
5. Standard “corporate” or “franchise” architectural styles shall be modified to fit with the overall character and design of the town center image.

VI. ZONING DISTRICTS

A. The following districts outline the organized and orderly development for Reserve at Haw Creek. Refer to exhibit C, PUD map for location of zoning districts. The chart provides a summary of development criteria, with detailed outline for each district below**:**

Agri-hood, Clustered (AGH-C)

Front Yard Setback			Side Yard Setback			Rear Yard Setback	Accessory Bldg. Side Setback	Accessory Bldg. Rear Setback	Max Height	Min. Lot Area	Maximum Building Coverage (Primary and all Accessory Buildings)			Maximum Impervious Coverage		
Greater than 80' wide	Less than than 80' wide - SF	Less than than 80' wide - Rear Access	Greater than 80' wide	Less than than 80' wide - SF	Less than than 80' wide - Attached						Greater than 2.5 ac	1/2 ac to 2.5 ac	Less than 1/2 ac	Greater than 2.5 ac	1/2 ac to 2.5 ac	Less than 1/2 ac
25 ft	15 ft , front access garage 25'	5 ft	10 ft 15 ft Street Side	5 ft, 10 ft Street Side	5 ft, 10 ft St. Side, 0 ft connect	20 ft	5 ft	10 ft	35 ft	1 AC / No Min. Clustered	20%	25%	50%	30%	40%	65%

Single Family Residental (SFR)

Front Yard Setback	Side Yard Setback	Rear Yard Setback	Accessory Bldg. Side Setback	Accessory Bldg. Rear Setback	Max Height	Min. Lot Area	Maximum Building Coverage (Primary and all Accessory Buildings)	Maximum Impervious Coverage
15 ft, garage 25' where front access	5 ft, 10 ft Street Side, 0 ft where bldgs connect	15 ft	5 ft	10 ft	35 ft	4,000 sf detached sf / 3,800 attached sf	60%	65%

Single Family Residental Medium Density (SFRM)

Front Yard Setback	Side Yard Setback	Rear Yard Setback	Accessory Bldg. Side Setback	Accessory Bldg. Rear Setback	Max Height	Min. Lot Area	Maximum Building Coverage (Primary and all Accessory Buildings)	Maximum Impervious Coverage
15 ft, garage 25' where front access	5 ft, 10 ft Street Side, 0 ft where bldgs connect	15 ft	5 ft	10 ft	35 ft	3,500 sf detached sf / 2,500 attached end unit, 1,800 ea internal unit	65%	70%

Multiple-Family Residential (MFR)

Front Yard Setback	Side Yard Setback	Rear Yard Setback	Accessory Bldg. Side Setback	Accessory Bldg. Rear Setback	Max Height	Min. Lot Area	Maximum Building Coverage (Primary and all Accessory Buildings)	Maximum Impervious Coverage
10 ft, garage 25' where front access	5 ft residential, 10 ft non-residential, 15 ft Street Side	15 ft	5 ft	10 ft	55 ft	For SFR & SFRM, per above, for Comm., 2,000 sf, MF in excess 4 du, min. 7,000 sf.	65%	75%

Town Center Mixed Use (TC)

Front Yard Setback	Side Yard Setback	Rear Yard Setback	Accessory Bldg. Side Setback	Accessory Bldg. Rear Setback	Max Height	Min. Lot Area	Maximum Building Coverage (Primary and all Accessory Buildings)	Maximum Impervious Coverage
0 ft / residential per district, unless within mixed use building	0 ft / residential per district, unless within mixed use building	10 ft, unless back up to alley, off-street parking or another ROW	NA	NA	55 ft	No minimum, max 0.4 FAR	65%	80% / 100% Clustered

Industrial (IND)

Front Yard Setback	Side Yard Setback	Rear Yard Setback	Accessory Bldg. Side Setback	Accessory Bldg. Rear Setback	Max Height	Min. Lot Area	Maximum Building Coverage (Primary and all Accessory Buildings)	Maximum Impervious Coverage
35ft	15 ft, 20 ft Street Side	10 ft	NA	NA	35 ft	12,000 sf, max 0.5 FAR	65%	80%

Public (Public)

Front Yard Setback	Side Yard Setback	Rear Yard Setback	Accessory Bldg. Side Setback	Accessory Bldg. Rear Setback	Max Height	Min. Lot Area	Maximum Building Coverage (Primary and all Accessory Buildings)	Maximum Impervious Coverage
15 ft	10 ft	10 ft	NA	NA	35 ft	No minimum, max 0.6 FAR	65%	80%

VII(a) Agri-Hood, Clustered (AGH-C)

A. ***Purpose and intent.*** The purpose of the AGH-C district is to allow the development of rural Lots, agricultural in nature, with significant green space within the Community as a whole. Within AGH-C, a density of one (1) Dwelling Unit per gross acre is allowed. Lots may be less than one (1) acre in size and clustered in this district, resulting in a variety of housing and Lot types, common to historical farming communities, provided the gross density of the development does not exceed one (1) Dwelling Unit per gross acre. Smaller "clustered" Lots, less than one (1) acre in size, shall be located internally to provide a maximum separation between the existing abutting agricultural land uses. This district is intended to serve as a transitional land use between agricultural and urban residential uses.

B. ***Permitted principal and accessory uses and structures****.* Permitted uses within the AGH-C are:
   a. Single Family Detached dwellings
   b. Customary Single Family accessory buildings, including but not limited to
      i. workshops,
      ii. sheds,
      iii. garages and/or barns for RV's, boats, tractors, etc.
      iv. pool houses.
   c. Accessory structure front façade shall match building materials of primary structure. Balance of building may utilize other materials, code compliant.
   d. Churches and country clubs.
   e. Active and passive recreational uses;
   f. Public/private elementary, middle and high schools;
   g. Public/private utility facilities and structures;
   h. Community equestrian, farmers market, barns, crops, pastures, trails and structures and/or common agricultural facilities to serve the rural agricultural district;

C. ***Permitted special exception****.* Permitted special exceptions in the AGH-C district shall be as follows:
   a. Other uses and structures not listed above that with certain restrictions can be compatible with other uses in the district as approved by the planning, zoning, and appeals board.

D. ***Area Regulations.*** Area Regulations within the AGH-C district for Single Family residential residences shall be as follows:
   a. *Front yard.*
      i. Lots 80' in width or larger, there shall be a front yard of not less than twenty-five (25) feet measured from the front property line to the front building line.
      ii. Clustered Lots smaller than 80' in width, including Single Family Detached, there shall be a front yard of not less than fifteen (15) feet

measured from the font property line to the front building line, however garages with access facing front property line shall be a minimum of twenty-five (25') from right-of-way Line.

iii. Clustered Lots smaller than 80' in width where there is rear or remote parking, vehicular access, other than front of unit, there shall be a front yard of not less than five (5) feet measured from the font property line to the front building line.

iv. Non-Residential lots, there shall be a front yard of not less than (25) feet measured from the front property line to the front building line.

b. *Side yard.*

i. Lots 80' in width or larger, there shall be a side yard of not less than ten (10) feet for all residential buildings and ten (10) feet for accessory buildings. In the case of corner Lots, no building and no addition to a building shall be erected or placed nearer than fifteen (15) feet to the side street line of any such Lot.

ii. Clustered Lots smaller than 80' in width, including Single Family Detached, there shall be a side yard of not less than five (5) feet for all residential buildings and five (5) feet for accessory buildings. In the case of corner Lots, no building and no addition to a building shall be erected or placed nearer than ten (10) feet to the side street line of any such Lot.

iii. Clustered Lots smaller than 80' in width, including townhomes and condominiums, there shall be a side yard of not less than five (5) feet for all exterior walls residential and accessory buildings. All internally connected walls, the side setback shall be zero (0) feet.

iv. Non-Residential lots, there shall be a side yard of not less than fifteen (15) feet.

c. *Rear yard.*

i. For all Lots, there shall be a rear yard of all main buildings of not less than 20 feet from the rear building line to the rear Lot line.

ii. Accessory buildings, such as garages and sheds, shall have a rear yard of not less than ten (10) feet, measured from the rear building line of such garage or accessory building to the rear Lot line.

d. *Height regulations.* No building shall exceed 35 feet in height.

e. *Building Site Area Regulations.*

i. Minimum residential lot size of fifty (50) ft wide, 5,000 sf.

ii. Minimum non-residential lot size of one hundred twenty five (125) feet wide, 20,000 sf.

f. Minimum primary structure size, 1,200 sf

g. *Maximum Building Coverage.*

i. For Lots over 2.5 acres, detached dwellings and accessory buildings thereto shall cover not more than twenty (20) percent of the Lot area.

ii. For Lots between 0.5 acres and 2.5 acres, detached dwellings and accessory buildings thereto shall cover not more than twenty-five (25) percent of the Lot area.

iii. For Clustered Lots less than 0.5 acres, detached dwellings and accessory buildings thereto shall cover not more than sixty (60) percent of the Lot area. Maximum impervious coverage shall not exceed 65% of lot area.

iv. For non-residential uses, maximum building coverage shall not exceed 25% of lot area.

h. Maximum Impervious Coverage.

i. For Lots over 2.5 acres, maximum impervious coverage shall not exceed 30% of lot area.

ii. For Lots between 0.5 acres and 2.5 acres, maximum impervious coverage shall not exceed 40% of lot area.

iii. For Clustered Lots less than 0.5 acres, maximum impervious coverage shall not exceed 65% of lot area.

iv. For non-residential uses, maximum impervious coverage shall not exceed 30% of lot area.

i. *Off-street parking.* Off-street parking shall be as regulated as outlined in section V(L), parking and loading requirements.

j. *Road and drainage within district.* Roads within the AGH-C district shall possess the following characteristics:

i. Right-of-Way Width:

1. Minimum 60’ right-of-way width fronting Lots 80’ wide or wider.
2. Minimum 50’ right-of-way width in clustered areas where Lots are smaller than ½ acre.
3. Minimum 22’ right-of-way width for alleys / private drives

ii. Road Surface:

1. Lots 2.5 acres or larger – pavement with either open ditch or curb and gutter.
2. Lots ½ acre to 2.5 acre – pavement with either open ditch or curb and gutter.
3. Lots smaller than ½ acre – pavement with curb and gutter.

iii. Travel way minimum width of 12 feet per lane. On-street Parking allowed in clustered areas, add minimum 8’ width for parallel parking aisle and appropriate width/depth for angled parking, depending on angle utilized to allow for clear 12’ travel lane. All dimensions measured from face of curb / edge of pavement (where no curb)

iv. Lot drainage:

1. Lots 2.5 acres or larger - Lot drainage included in master drainage plan for development.
2. Lots ½ acre to 2.5 acre – Lot drainage included in master drainage plan for development.
3. Lots smaller than ½ acre – Lot drainage included in master drainage plan for development.

VII(b) Single Family Residential (SFR)

A. ***Purpose and intent.*** The purpose of the SFR district is to provide for Single Family residential neighborhoods of lower density. This district is compatible with the Single Family low density land use category and is intended to encourage healthy and vibrant residential neighborhoods.

B. ***Permitted principal and accessory uses and structures.*** Within the Single Family residential district, no building, structure or land shall be used except for one or more of the following uses:

   a. Detached Single Family dwellings, and any customary Single Family accessory buildings.
   b. Attached Single Family dwellings, including duplexes and paired villas and any customary accessory buildings.
   c. Public library, post office, schools and other public and institutional uses.
   d. Churches and related on-campus activities.
   e. Active and passive recreational uses.
   f. Home based daycare facilities in accordance with state law.
   g. Special care housing with a maximum of six residents.

C. ***Area Regulations.*** Area Regulations within the SFR Single Family residential district shall be as follows:

   a. *Front yard.* There shall be a front yard of not less than fifteen (15) feet measured from the font property line to the front building line, however garages with access facing front property line shall be a minimum of twenty-five (25') from right-of-way Line.

   b. *Side yard.* There shall be a side yard of not less than five (5) feet for all residential and accessory buildings, unless on a corner Lot, then ten (10) feet along side street. Attached residential, side yard shall be zero where buildings connect at property line.

   c. *Rear yard.*

      i. There shall be a rear yard for all main buildings of not less than fifteen (15) feet measured from the rear building line to the rear Lot line.

      ii. Accessory buildings, such as garages, shall have a rear yard of not less than ten (10) feet, measured from the rear building line of such garage or accessory building to the rear Lot line. Accessory building may attach to main building with open breezeway or cover (non-conditioned space).

   d. *Height regulations.* No building shall exceed 35 feet in height.

   e. *Building Site Area Regulations.* The minimum Lot or building site shall be forty (40) ft in width and 4,000 square feet. Minimum Lot width may be reduced by 5 feet for SF attached Lots and minimum Lot size for attached Single Family shall be 3,450 square feet.

f. Minimum primary structure size, 1,200 sf

g. *Maximum Building Coverage.* Dwellings and buildings accessory thereto shall cover not more than 60 percent of the Lot area.

h. *Maximum Impervious Coverage.* Maximum impervious coverage shall not exceed sixty five (65%) of the Lot area.

k. *Off-street parking.* Off-street parking shall be as regulated as outlined in section V(L), parking and loading requirements.

i. Road and drainage within district. Roads within the SFR district shall possess the following characteristics:

   i. Right-of-Way Width:
      1. Minimum 60' right-of-way width for main primary neighborhood roads.
      2. Minimum 50' right-of-way width for side streets where Lots are narrower than 80' in width.
      3. Minimum 22' right-of-way width for alleys / private drives

   ii. Road Surface:
      1. Lots 80 foot in width or greater, pavement with either open ditch or curb and gutter.
      2. Lots smaller than 80 foot width, pavement with curb and gutter.
      3. Travel way minimum width of 12 feet per lane. For On-street Parking:
         a. No On-street Parking allowed without designated parking spaces and there can be no use of travel lanes for parking.
         b. Designated parking is encouraged on neighborhood streets to allow for guest parking and limited term family overflow. Where designated parking is provided, it may count towards required parking count if it meets the distance parameters for use. Designated parking shall add:
            i. eight (8) foot width for parallel parking aisle,
            ii. appropriate width/depth for angled parking, depending on angle utilized to allow for clear 12' travel lane from direction of entry.

   iii. All dimensions measured from face of curb / edge of pavement (where no curb)

j. Lot drainage. Lot drainage included in master drainage stormwater drainage for neighborhood or development as regulated by SJRWMD and/or city of Bunnell, FL.

VII(c) Single Family Residential Medium Density (SFRM)

A. ***Purpose and intent.*** The purpose of the Single Family residential medium density district is to provide for a diverse neighborhood, with a variety of allowed attached and detached residential types. The district is suitably located in proximity to higher density residential and commercial uses with the intent on creating a vibrant, walkable community. This district is compatible with the Single Family medium density land use category.

B. ***Permitted principal and accessory uses and structures****.* Within the SFRM residential district, no building, structure, or land shall be used except for one or more of the following uses:

   a. Any use permitted in the SFR district.

   b. Single family attached.

   c. Multifamily dwelling structures.

   d. Daycare centers within a Multifamily structure.

   e. Bed and breakfast inns.

   f. Live-Work.

C. *Area Regulations.*

   a. *Front yard.* There shall be a front yard of not less than twenty-five (25) feet for any garage and fifteen (15) feet for porch / living area as measured from the property line to the front building line.

   b. *Side yard.* There shall be a side yard of not less than five (5) feet for all residential and accessory buildings, unless on a corner Lot, then ten (10) feet along side street. Attached residential, side yard shall be zero where buildings connect at property line.

   c. *Rear yard.*

      i. There shall be a rear yard for all main buildings of not less than fifteen (15) feet measured from the rear building line to the rear Lot line.

      ii. Accessory buildings, such as garages, shall have a rear yard of not less than ten (10) feet, measured from the rear building line of such garage or accessory building to the rear Lot line. Accessory building may attach to main building with open breezeway or cover (non-conditioned space).

   d. *Height regulations.* No building shall exceed 35 feet in height.

   e. *Building Site Area Regulations.*

      i. For Single Family dwellings, the minimum Lot or building site shall be 4,000 square feet and have a width of not less than forty (40) feet measured at the front building line.

ii. For duplex or townhome dwellings, the minimum lot or building site shall be 2,500 square feet for each end unit and 1,800 square feet for internal units. Site width for end unit shall not be less than twenty-five (25) feet and eighteen (18) feet for interior unit as measured along the front building line.

iii. For multifamily, the minimum lot or building site shall be one hundred twenty five (125) ft in width and 15,000 square feet.

f. Minimum size for detached primary structure is 1,200 square feet.

g. *Maximum Building Coverage.* Dwellings and buildings accessory thereto shall cover no more than sixty-five (65) percent of the Lot area.

h. *Maximum Impervious Coverage.* Maximum impervious coverage shall not exceed seventy (70) percent of the lot area.

I. *Off-street parking.* Off-street parking shall be as regulated as outlined in section VI(K), parking and loading requirements.

i. Road and drainage within district. Roads within the SFR district shall possess the following characteristics:

i. Right-of-Way Width:

1. Minimum 60' right-of-way width for main primary neighborhood roads.
2. Minimum 50' right-of-way width for side streets.
3. Minimum 22' right-of-way width for alleys / private drives.

ii. Road Surface:

1. All pavements shall be curb and gutter.

iii. Travel way minimum width of 12 feet per lane. For On-street Parking, an additional minimum width of:

1. eight (8) foot width for parallel parking aisle,
2. appropriate width/depth for angled parking, depending on angle utilized to allow for clear 12' travel lane.

iv. All dimensions measured from face of curb / edge of pavement (where no curb)

j. Lot drainage. Lot drainage included in master drainage stormwater drainage for neighborhood or development as regulated by SJRWMD.

VII(d) Multifamily Residential (MFR)

A. ***Purpose and Intent.*** The purpose of the MFR zoning district is to allow for high density residential developments. The principal uses may range from SFRM to Multifamily apartment complexes. Certain commercial uses which are more functionally compatible with intensive residential uses are permitted. This district is compatible with the Multifamily land use category.

B. ***Permitted principal and accessory uses and structures.*** Within the Multifamily residential district, no building, structure, or land shall be used except for one or more of the following uses:

a. Any use permitted in the Single Family residential medium density (SFRM) district.
b. Multifamily dwelling structures.
c. Housing for the elderly.
d. Professional and business offices.
e. Neighborhood retail and commercial uses in a mixed use structure only, where there are uses such as, but not limited to, restaurants, cafes, art supplies, photo studios, barber and beauty shops, nail salons, baked goods, book stores, clothing stores, electronics stores, fine antiques, florists, gift shops, tailors and dressmakers, curio shops, pet supplies and grooming, shoe stores, travel agencies, and upholstery shops on the ground floor and residential uses above. Stand alone retail / commercial is not allowed in MFR.
f. Private club houses not operated for gain.

C. ***Area Regulations***. Area Regulations within the MFR district shall be as follows:

a. *Front yard.* There shall be a front yard of at least ten (10) feet measured from the front property line to the front building line.

b. *Side yard.* There shall be a side yard of at least five (5) feet for all residential and accessory buildings. All other permitted buildings shall have a side yard of at least ten (10) feet. In the case of corner Lots, no building, and no addition to any building shall be erected or placed nearer than fifteen (15) feet to the side street line of any such Lot.

c. *Rear yard.*

i. There shall be a rear yard for all main buildings of at least fifteen (15) feet measured from the rear building line to the rear Lot line.

ii. Accessory buildings shall have a rear yard of at least ten (10) feet measured from the rear building line to the rear Lot line.

d. *Height regulations.* No buildings shall exceed 55 feet in height.

e. *Building Site Area Regulations.*

i. For Single Family attached dwellings, per SFR and SFRM requirements.

ii. For dwelling structures having an excess of four dwelling units, at least 7,000 square feet of Lot area.

iii. For commercial uses, minimum 2,000 square feet.

f. *Maximum Building Coverage.* Dwellings and buildings accessory thereto shall cover not more than sixty-five (65) percent of the Lot area.

g. *Maximum Impervious Coverage.* Maximum Impervious coverage shall not exceed seventy five (75%) percent of the lot area.

m. *Off-street parking.* Off-street parking shall be as regulated as outlined in

section V(L), parking and loading requirements.

h. *Road and drainage within district.* Roads within the MFR district shall possess the following characteristics:
    i. Right-of-Way Width:
        1. Minimum 60' right-of-way width for main primary neighborhood roads.
        2. Minimum 50' right-of-way width for side streets.
        3. Minimum 22' right-of-way width for alleys / private drives.
    ii. Road Surface:
        1. All pavements shall be curb and gutter.
    iii. Travel way minimum width of 12 feet per lane. For On-street Parking an additional minimum width of:
        1. eight (8) foot width for parallel parking aisle.
        2. appropriate width/depth for angled parking, depending on angle utilized to allow for clear 12' travel lane.
    iv. All dimensions measured from face of curb / edge of pavement (where no curb).

i. Lot drainage. Lot drainage included in master drainage stormwater drainage for neighborhood or development as regulated by SJRWMD and/ or City of Bunnell, FL.

VII(e) Town Center Mixed Use (TC)

A. ***Purpose and intent.*** The purpose of the Town Center Mixed Use (TC) district is to guide and regulate predominately commercial uses and allow for integrated mixed-use commercial and residential development. This district is compatible with the commercial – medium land use category.

B. ***Permitted principal and accessory uses and structures.*** Within the TC district, no building, structure, or land shall be used except for one or more of the following uses:

    a. Live-Work, including commercial, office and residential mixed use.
    b. Mixed-use buildings or parcels integrating multiple uses as permitted here within.
    c. Multifamily.
    d. Any retail business or commercial use which does not involve the manufacturing, harvesting, or processing of products from raw materials.
    e. Personal service establishments including, but not limited to, barber shops, beauty salons, shoe repair.
    f. Professional office.
    g. Medical clinics and/or offices.
    h. Food and beverage, restaurants, cocktail lounges.
    i. Hotels, bed and breakfast inns, licensed group homes, nursing homes, day care centers.

j. Hardware without uncovered outside storage.
k. Private clubhouses.
l. Bakery and food production (where goods are prepared for regional wholesale and/or retail distribution).
m. Dry cleaning, dyeing and laundry establishments.
n. Convenience stores, including fueling.
o. Bowling alleys, game rooms or arcades for pool, billiards, and other coin operated machines.
p. Movie theater.
q. Other uses similar in character to those listed above, which will not be noxious or offensive by reason of the emission of odor, dust, vibration, or noise and will not be visually injurious to the district with Outside Storage.

C. ***Area Regulations***. Area Regulations within the TC district shall be as follows:

a. *Front yard.*

i. There shall be a front yard of not less than 0 feet measured from the property line to the front building line.

ii. Multifamily Lots within the TC district shall provide a front yard of ten (10) feet, unless within a mixed use building where residential is integrated with non-residential, then TC regulations apply.

b. *Side yard.*

i. There shall be a side yard of not less than 0 feet measured from the property line to the front building line.

ii. Residential Lots within the TC district shall provide a side yard as outlined within their district, unless a mixed use building where residential is integrated with non-residential, then TC regulations apply.

c. *Rear yard.* There shall be a rear yard of not less than ten (10) feet unless abutting an alley, shared commercial off-street parking or rear right-of-way.

d. *Height regulations.* No building shall exceed 55 feet in height or 64 feet in height for mixed-use buildings.

e. Building Site Area Regulations.

i. No minimum site area required.

ii. The floor area ratio (FAR) is limited to 0.4 FAR as regulated by the underlying land use.

f. *Maximum Building Coverage.*

i. Main and accessory buildings shall cover no more than sixty-five (65) percent of the Lot area.

g. Maximum Impervious Coverage.

   i. Total impervious coverage shall not exceed 80% of lot area.

   ii. *Clustered development.* Clustered community development is encouraged within the TC district that results in community / public greenspace. Individual parcels may cover their respective Lots up to 100% with building & impervious surface, if the required 20% greenspace is allocated within TC as public greenspace.

h. *Mixed-use development density.* Mixed-use projects may include residential densities up to 20 units per acre. Within mixed use projects, residential uses must make up a minimum of 15-percent of the project, with commercial/office (or other uses as identified above) making up a minimum of 35 percent of the project. This includes residential dwellings above buildings with street level, commercial related occupancy.

n. *Off-street parking.* Off-street parking shall be as regulated as outlined in section V(L), parking and loading requirements.

   i. Shared off-street parking and on-street and off-street are incentivized per section VI (U), town center development incentives.

i. *Road and drainage within district.* Roads within the TC district shall possess the following characteristics:

   i. Right-of-Way Width:
      1. Minimum 60’ right-of-way width for main primary neighborhood roads.
      2. 80’ right-of-way width or larger encouraged where angled On-street Parking utilized. Medians encouraged along main thoroughfares for either turn-lanes, planting of green space, or both.
      3. Minimum 22’ right-of-way width for alleys / private drives.

   ii. Road Surface:
      1. All pavements shall be curb and gutter.

   iii. Travel way minimum width of 12 feet per lane. For On-Street Parking, an additional minimum width of:
      1. eight (8) foot width for parallel parking aisle,
      2. appropriate width/depth for angled parking, depending on angle utilized to allow for clear 12’ travel lane.

   iv. All dimensions measured from face of curb / edge of pavement (where no curb)

   v. Lot drainage. Lot drainage included in master drainage stormwater drainage for the town center or by parcel as regulated by SJRWMD and/or City of Bunnell, FL.

VII(f) Light Industrial (LI)

A. ***Purpose and intent.*** The purpose of the Light Industrial (LI) district is to provide areas in which the principal uses include light manufacturing, fabricating, and assembly plants, business, services, offices, retail, storage, warehousing, wholesaling and distribution. The intent of this district is to permit and regulate uses so that the noise, odor, dust, and glare of each operation are controlled in order to prevent / minimize them as a nuisance to adjacent land uses. This district is compatible with the industrial land use designation.

B. ***Permitted principal and accessory uses and structures****.* The following uses shall be permitted in the LI district.

a. Cold storage and frozen food lockers.
b. Retail and wholesale sales, with shop and/or outside display of product.
c. Printing, lithographing, publishing or similar establishments.
d. Industrial equipment, sales and repair associated with the sale of the equipment. No junk equipment is allowed to be stored on premises outside enclosed building.
e. Construction contractors and similar with yards for storage of building supplies and materials including Outside Storage of equipment and materials.
f. Pest control establishments.
g. Light manufacturing such as electronic equipment assembly, instrument, optical goods.
h. Auto detailing and upholstery.
i. Machine shop.
j. Manufacture of pottery or other ceramic products.
k. Moving and storage companies.
l. Self storage / mini warehousing
m. Civic buildings and other government or public uses.
n. Rental of trailers and trucks.
o. Rug cleaning establishments.
p. Sign painting and service.
q. Swimming pool sales, installation and service.
r. Trade shops, including tinsmith, cabinetmaker, rug and carpet cleaning, electrical, roofing, sheet metal, welding and plumbing shops.
s. Welding or soldering shops.
t. Wholesale commercial activities.
u. Wholesale houses and distributors.
v. Wholesale nurseries, greenhouses, and landscape services.
w. Vehicle sales, rental, service, and repair, including new or used automobiles, boats, buses, farm equipment, motorcycles, trailers, trucks, and recreational vehicles.
x. Mobile homes sales.
y. Automotive general repairs and paint and body shop. Any open storage of wrecked, dismantled, or inoperable cars or vehicles must be screened from

the public view by a six-foot enclosed fence. No vehicles may be stored outside building in excess of 4 weeks.

z. Outside Storage is allowable provided that:
    i. The storage is visually screened from roads and neighboring properties by a solid fence six-feet in height or an opaque vegetative buffer at least six-feet in height. Any storage greater than six feet in height is setback from all property lines a minimum of ten feet.
    ii. The storage is no greater than 15 feet in height.
    iii. The storage is not land clearing debris, construction debris, recyclables, trash, garbage or other materials typically disposed of at a Class I or higher landfill.
    iv. Vehicles inoperable longer than 4 weeks shall not be allowed.
    v. Personal storage of non-habited recreational vehicles, boats, personal trailers and non-commercial vehicles.
    vi. Storage of commercial vehicles is prohibited, specifically tractor trailers.

aa. Recreational facilities, storage and recreational vehicle parks.

bb. Private camps, camping grounds, parks and recreational areas and travel trailer parks.

cc. Vocational, technical, trade or industrial schools and similar uses.

dd. Essential services, including water, sewer, gas, telephone, radio and electric.

ee. Other uses of the same general character as those listed above deemed appropriate by the planning, zoning and appeals board.

C. *Performance standards.* as outlined per Bunnell Land Development Code.

D. *Area Regulations*. Area Regulations within the LI district shall be as follows:

a. *Front yard.* There shall be a front yard of not less than thirty-five (35) feet measured from the property line to the front building line.

b. *Side yard.* There shall be a side yard of not less than fifteen (15) feet. Lots whose side Lot lines intersect streets shall have a twenty (20) foot side yard on the street side.

c. *Rear yard.* There shall be a rear yard of not less than ten (10) feet.

d. *Maximum Lot Coverage.* Main and accessory buildings shall cover no more than 65 percent of the total Lot area with an impervious surface limitation of 70 percent.

e. *Building Site Area Regulations.* The minimum Lot or building site area shall be 12,000 square feet and have a width of not less than 80 feet measured at the front of the building line.
    i. The floor area ratio (FAR) is limited to 0.5 FAR.

f. *Height regulations.* No main building or tower or structure shall exceed 35 feet in height.

g. *Maximum Building Coverage.*
    i. Main and accessory buildings shall cover no more than sixty-five (65) percent of the Lot area.

h. Maximum Impervious Coverage.

i. Total impervious coverage shall not exceed 80% of lot area.

i. Off-street parking. Off-street parking shall be as regulated as outlined in section V(L), parking and loading requirements.

j. Road and drainage within district. Roads within the LI district shall possess the following characteristics:

i. Right-of-Way Width:

1. Minimum 60' right-of-way width for main primary neighborhood roads.
2. Minimum 25' right-of-way width for alleys / private drives.

ii. Road Surface:

1. Primary roads – pavement with open ditch or curb and gutter.
2. Alleys / Secondary – gravel or pavement.

iii. Travel way minimum width of 12 feet per lane. All dimensions measured from face of curb / edge of pavement (where no curb).

1. eight (8) foot width for parallel parking aisle,
2. appropriate width/depth for angled parking, depending on angle utilized to allow for clear 12' travel lane.

iv. All dimensions measured from face of curb / edge of pavement (where no curb).

k. Lot drainage. Lot drainage included in master drainage stormwater drainage for neighborhood or development as regulated by SJRWMD.

E. *Design regulations*. Any building located on a parcel front to State Road 100, U.S. Highway 1 or State Road 11, must have the front facade designed using an architectural finish (e.g., simulated stone or brick, natural stone veneers, masonry facades, insulated stucco finish, etc.) complete with architectural treatments (e.g., wainscoting, shutters, canopies, louvers, etc.) to ensure the building is not plain nor appears as a steel building. In cases where the front facade (or main building entrance) is not facing the above-mentioned streets, both the front facade and the facade facing the above-mentioned streets must receive an architectural finish and treatments. In cases where there are multiple buildings on a parcel, only the buildings with frontage along the above-mentioned streets must meet this requirement.

VII(g) Public (P)

A. *Purpose and intent*. Uses within the Public (P) district shall be restricted to those necessary or essential to the administration and operation of the community, city or county, including but not limited to a schools, libraries, city hall, courthouse, recreational facilities, water works, pumping stations and sewerage facilities, correctional, fire, emergency and safety operations facilities, public and semi-public Open Spaces and other similar activities. This district is compatible with the public comprehensive plan land use designation.

B. Area Regulations.

a. *Front yard.* There shall be a front yard of not less than fifteen (15) feet measured from the property line to the front building line.
b. *Side yard.* There shall be a side yard of not less than ten (10) feet.
c. *Rear yard.* There shall be a rear yard of not less than ten (10) feet.
d. *Height regulations.* No main building shall exceed 35 feet in height. There shall be no limit for towers and other utility structures
e. *Maximum Building Coverage.*
    i. Main and accessory buildings shall cover no more than sixty-five (65) percent of the Lot area.
f. Maximum Impervious Coverage.
    i. Total impervious coverage shall not exceed 80% of lot area.
g. *Floor Area Ratio (FAR)* is limited to 0.6 FAR.

VII. PUD REVIEW CRITERIA

A. **Comprehensive Plan Consistency -** All applications for zoning compliance with this PUD shall remain consistent with the comprehensive plan as adopted.
B. **Development Agreement Consistency -** All applications for zoning compliance with this PUD shall remain consistent with the companion development agreement and terms outlined within each document, including all cost share and fee structures outlined.
C. **Internal Compatibility** - The PUD provides for integrated design and compatible uses within the Community and individual applications shall be reviewed within the context of the whole PUD Community.
D. **Common Areas** - Common areas and public roads within the Community shall remain private to the Community yet remain accessible to members of the Bunnell community at large. Implementation and maintenance shall be the responsibility of the Community through an HOA, CDD or other legal entity.
E. **Environmental -** Environmental permitting shall be implemented through and in compliance with SJRWMD requirements and/or the current governing agency.
F. **Transportation -** Drive / Road connections to state roads shall be in compliance with Florida Department of Transportation (FDOT) requirements; to County roads in compliance with Flagler County; and City roads, in compliance with the City of Bunnell.
G. **Platting -** Platting shall be through the City of Bunnell application process / regulations.
H. **A Site Development Plan (SDP)** - A SDP shall be submitted to City of Bunnel for review and compliance with Reserve at Haw Creek PUD development guidelines, Reserve at Haw Creek Development Agreement and City of Bunnell application and review criteria. Compliance is required with the following prior to preliminary plat submittal (per City of Bunnell Guidelines):
    a) Minimum Lot sizes

b) Right-of-way layout and compliance
c) Road design
d) Off-street parking
e) Open Space and parks and recreation compliance
f) Zoning and land use

Exhibit “B”

Property Boundary Legal Description with Survey

A PARCEL OF LAND LYING IN SECTION 8 OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 7, AND ALSO LYING IN SECTION 15, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF BUNNELL DEVELOPMENT COMPANYS LAND AS RECORDED IN MAP BOOK 1, PAGE 1, AND ALSO SECTION 16, TOWNSHIP 12 SOUTH, RANGE 30 EAST A PORTION OF WHICH LIES IN SAID BUNNELL DEVELOPMENT COMPANYS LAND, SECTION 17, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANY LAND, SECTION 18, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF SAID ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION, SECTIONS 20, 21, AND 22, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANYS LAND, AND ALSO LYING IN SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, PORTIONS OF WHICH LIE IN ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION AND CRESCENT SHORES SUBDIVISION AS RECORDED IN MAP BOOK 2, PAGE 17, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT A NAIL AND DISK LABELED “WILCOX LS2238”, MARKING THE NORTHWEST CORNER OF SAID SECTION 15, TOWNSHIP 12 SOUTH, RANGE 30 EAST AND BEAR S01°43'06"E ALONG THE WESTERLY LINE OF SECTION 15 A DISTANCE OF 25.00’ TO THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD(A 50’ PUBLIC RIGHT-OF-WAY), AND TO THE NORTHWEST CORNER OF THE LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (15-12-30-0850-000B0-0040) BEING THE POINT OF BEGINNING OF THIS DESCRIPTION. THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD ALSO BEING THE NORTHERLY LINE OF SAID LANDS REFERENCED IN PARCEL ID: (15-12-30-0850-000B0-0040), N89°53'29"E A DISTANCE OF 132.21'; THENCE DEPARTING SAID RIGHT-OF-WAY S01°39'01"E A DISTANCE OF 434.34'; THENCE N89°52'35"W A DISTANCE OF 17.83'; THENCE S01°38'50"E A DISTANCE OF 200.36'; THENCE N89°42'16"E A DISTANCE OF 574.18'; THENCE S01°34'38"E A DISTANCE OF 285.74'; THENCE N89°42'16"E A DISTANCE OF 306.03'; THENCE A DISTANCE OF S01°30'16"E 42.66'; THENCE N89°36'43"E A DISTANCE OF 330.97'; THENCE A DISTANCE OF S01°25'57"E A DISTANCE OF 1639.22' TO THE NORTHERLY LINE OF THE LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (15-12-30-0650-000C0-0042); THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL ID: (15-12-30-0650-000C0-0042) N89°08'44"E A DISTANCE OF 164.44'; THENCE A DISTANCE OF S01°21'46"E A DISTANCE OF 1302.31'; THENCE N88°24'21"E A DISTANCE OF

44.66' TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11(SR11); THENCE ALONG THE SAID WESTERLY LINE OF SR11 S39°21'05"W A DISTANCE OF 1742.76' TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE CONTINUE S39°21'05"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SR11 A DISTANCE OF 647.22' TO THE EASTERLY LINE OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 30 EAST ; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S39°21'05"W A DISTANCE OF 3753.88' TO A POINT OF CURVATURE, CONCAVE SOUTHEASTERLY; THENCE ALONG THE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 011°11'10", A RADIUS OF 5807.06', A LENGTH OF 1133.46', A CHORD BEARING OF S33°45'35"W AND A CHORD DISTANCE OF 1131.66' TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SR11 S28°10'05"W A DISTANCE OF 951.54' TO THE SOUTHERLY LINE OF SAID SECTION 21, AND THE SOUTHERLY LINE OF LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (21-12-30-0000-01010-0010); THENCE ALONG THE SOUTHERLY LINE OF SECTION 21, S88°42'07"W A DISTANCE OF 1983.84' TO THE SOUTHWEST CORNER OF SECTION 21; THENCE ALONG THE WESTERLY LINE OF SECTION 21 N01°44'23"E A DISTANCE OF 3242.53' TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE S89°13'30"W A DISTANCE OF 1994.32' TO THE LANDS OCCUPIED BY JOYCE WALLACE, OR 2173, PG 1759; THENCE N00°27'07"W A DISTANCE OF 672.43'; THENCE N88°53'32"E A DISTANCE OF 460.30'; THENCE N00°59'31"E A DISTANCE OF 661.67'; THENCE S88°54'19"W A DISTANCE OF 1266.54' TO THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 20; THENCE CONTINUE S88°54'19"W A DISTANCE OF 1315.79'; THENCE S01°06'12"E A DISTANCE OF 1322.07'; THENCE S89°13'30"W A DISTANCE OF 657.42' TO THE SOUTHEAST CORNER OF TRACT 8, BLOCK B, OF SECTION 20, BUNNELL DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N01°16'04"W ALONG THE EASTERLY LINE OF SAID TRACT 8, A DISTANCE OF 638.83'; THENCE N89°01'18"W ALONG THE NORTHERLY LINE OF TRACT 8, A DISTANCE OF 660.43' TO THE CENTERLINE OF WEST BLACK POINT ROAD, A 50' MAINTAINED PUBLIC RIGHT-OF-WAY; THENCE N01°12'21"W ALONG THE CENTERLINE OF WEST BLACK POINT ROAD, A DISTANCE OF 1977.10' TO THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION; THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, N01°40'52"E A DISTANCE OF 19.90'; THENCE DEPARTING THE CENTERLINE OF WEST BLACK POINT ROAD AND THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 18, N84°12'43"W A DISTANCE OF 1569.58'; THENCE S22°06'08"W A DISTANCE OF 223.70' TO THE SOUTHERLY LINE OF SAID

SOUTHEAST QUARTER OF SECTION 18; THENCE S88°59'14"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 986.38' TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 18; THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 18 S88°59'14"W A DISTANCE OF 2631.80' TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION; THENCE S89°46'37"W ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 A DISTANCE OF 2615.38' TO THE EASTERLY LINE OF COUNTY ROAD 65(FORMERLY DEAN ROAD PER SAID CRESCENT SHORES SUBDIVISION PLAT), AN 80' MAINTAINED PUBLIC RIGHT-OF-WAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 65, N00°48'58"W A DISTANCE OF 2634.39' TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID CRESCENT SHORES SUBDIVISION, ALSO BEING THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 13; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N00°50'16"W A DISTANCE OF 655.12' TO AN INTERSECTION WITH THE NORTHERLY LINE OF CRESCENT SHORES SUBDIVISION; THENCE DEPARTING THE RIGHT-OF-WAY LINE N89°22'31"E A DISTANCE OF 620.87'; THENCE N02°04'51"W A DISTANCE OF 656.30'; THENCE N89°17'01"E A DISTANCE OF 1162.49'; THENCE N01°21'44"W A DISTANCE OF 1301.32' TO THE SOUTHERLY LINE OF COUNTY ROAD 302(CR302), A 95' PUBLIC RIGHT-OF- WAY; THENCE ALONG THE SAID SOUTHERLY LINE OF CR302, N89°32'29"E A DISTANCE OF 647.15' TO A POINT AT AN INTERSECTION WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, SAID POINT LYING AT A DISTANCE OF 20.23' AND AT A BEARING OF S05°56'43"E OF A 6x6 CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 18; THENCE N89°37'36"E ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18 A DISTANCE OF 226.40' TO AN INTERSECTION WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18 PER FLAGLER COUNTY PROPERTY APPRAISERS OFFICE; THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF CR302, S00°45'47"E A DISTANCE OF 1329.37'; THENCE N88°12'58"E A DISTANCE OF 656.83' TO THE SOUTHWEST CORNER OF THE LANDS OCCUPIED BY CHARLIE BEMBRY, REFERENCED BY FLAGLER COUNTY PARCEL ID: (18-12-30-5550-00040-0010); THENCE CONTINUE N88°12'58"E, ALONG THE SOUTHERLY LINE OF BEMBRY'S, A DISTANCE OF 349.68'; THENCE N00°45'26"W ALONG THE EASTERLY LINE OF BEMBRY'S A DISTANCE OF 12.66' TO THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18; THENCE N89°19'01"E A DISTANCE OF 966.42' TO THE SOUTHEAST CORNER OF LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (18-12-30-5550-00030-0020); THENCE N00°54'32"E ALONG THE EASTERLY LINE OF SAID LANDS A

DISTANCE OF 1286.40' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CR302; THENCE N89°37'36"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 372.38'; THENCE N21°21'23"E A DISTANCE OF 33.00'; THENCE N89°37'36"E A DISTANCE OF 158.57' TO A NON-RADIAL INTERSECTION WITH A CURVE, CONCAVE NORTHEASTERLY, IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100(SR100, A 100' RIGHT-OF- WAY AT PRESENT); THENCE ALONG THE CURVE TO THE LEFT BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 SAID CURVE HAVING A DELTA OF 008°35'47", A RADIUS OF 5779.65', A LENGTH OF 867.16', A CHORD BEARING OF S81°21'35"E, AND A CHORD DISTANCE OF 866.35' TO A POINT OF TANGENCY IN THE SAID RIGHT-OF-WAY LINE; THENCE CONTINUE ALONG THE RIGHT-OF-WAY OF SR100 S85°39'29"E A DISTANCE OF 1284.36' TO LANDS OF THE POLONIA SOCIETY AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (07-12-30-5550-00160-0030) AND TO THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION AS NOW IN USE; THENCE DEPARTING THE RIGHT-OF-WAY OF SR100 S00°09'41"W ALONG SAID WESTERLY LINE OF SECTION 8 A DISTANCE OF 479.76' TO THE SOUTHERLY LINE OF THE POLONIA SOCIETY LANDS; THENCE S89°45'41"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 720.47' TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID LANDS; THENCE N00°41'17"W ALONG THE EASTERLY LINE OF SAID LANDS OF THE POLONIA SOCIETY A DISTANCE OF 428.70' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE S85°39'29"E ALONG THE RIGHT-OF- WAY LINE OF SR100 A DISTANCE OF 1326.32' TO AN INTERSECTION WITH THE WESTERLY LINE OF BLOCK 14, TRACT 1, SECTION 8, ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION, ALSO BEING THE NORTHWEST CORNER OF LANDS AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550- 00140-0000); THENCE S00°42'49"E ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 300.13' TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS COMPANYS SUBDIVISION; THENCE ALONG SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 17, N88°35'17"E A DISTANCE OF 1320.49' TO A 4x4 CONCRETE MONUMENT MARKING THE NORTH 1/4 CORNER OF SECTION 17; THENCE N89°27'03"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 17 A DISTANCE OF 662.91' TO THE WESTERLY LINE OF THE LANDS DESCRIBED IN OR 496, PAGE(S) 1649 AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550-00150-0035); THENCE S01°00'11"E ALONG SAID WESTERLY LINE A DISTANCE OF 44.86' TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS S85°39'50"E A DISTANCE OF 254.42' TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OR 496, PAGE(S) 1651, AS REFERENCED

BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550-00150-0032); THENCE CONTINUE S85°39'50"E ALONG THE SOUTHERLY LINE OF SAID LANDS A DISTANCE OF 270.82’ TO THE EASTERLY LINE OF SAID LANDS; THENCE N00°55’58”E ALONG SAID EASTERLY LINE, A DISTANCE OF 135.47’ TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG THE SOUTHERLY RIGHT- OF-WAY LINE S85°39’29”E A DISTANCE OF 138.69’; THENCE DEPARTING THE RIGHT-OF-WAY LINE S00°51’24”E A DISTANCE OF 34.05’ TO SAID NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 17; THENCE ALONG SAID NORTHERLY LINE N89°27’03”E A DISTANCE OF 397.59’ TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG THE RIGHT-OF-WAY LINE OF SR100 S85°39’23”E A DISTANCE OF 86.59’ TO A POINT OF CURVATURE, CONCAVE NORTHEASTERLY; THENCE ALONG THE CURVE TO THE LEFT, HAVING A DELTA OF 004°54’50”, A RADIUS OF 11,509.19’; A LENGTH OF 987.07’, A CHORD BEARING OF S88°06’54”E, AND A CHORD DISTANCE OF 986.77’; THENCE N89°25’41”E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100 A DISTANCE OF 1778.54’ TO THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF TRACT 2, BLOCK B, BUNNELL DEVELOPMENT COMPANYS SUBDIVISION WITH THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE CONTINUE ALONG THE SOUTHERLY RIGH-OF-WAY LINE OF SR100 N89°25’41”E A DISTANCE OF 66.42’ TO THE NORTHWEST CORNER OF LANDS OCCUPIED BY TAYLOR DESCRIBED IN OR 2650, PAGE 1753 AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (16-12-30-0650-000B0-0020); THENCE ALONG THE WESTERLY LINE OF SAID LANDS, S01°45’35”E A DISTANCE OF 609.33’; THENCE N89°24’00”E A DISTANCE OF 658.42’ TO THE EASTERLY LINE OF SAID LANDS OCCUPIED BY TAYLOR DESCRIBED IN OR 2650, PAGE 1753; THENCE N01°43'51"W A DISTANCE OF 610.14’ TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE N89°25'41"E A DISTANCE OF 19.40’ TO THE WESTERLY LINE OF LOT 8, BLOCK 1, BUNNELL GARDENS; THENCE DEPARTING THE RIGHT-OF-WAY LINE S01°58’41”E A DISTANCE OF 79.38’; THENCE N88°57’01”E A DISTANCE OF 102.38’; THENCE N01°58’01”W A DISTANCE OF 78.53’ TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG SAID RIGHT-OF-WAY LINE N89°25’41”E A DISTANCE OF 649.03’ TO A POINT OF CURVATURE, CONCAVE NORTHWESTERLY; THENCE ALONG THE CURVE TO THE LEFT HAVING A DELTA OF 012°21’59”, A RADIUS OF 1482.68’, A LENGTH OF 320.02’, A CHORD BEARING OF N83°15’40”E AND A CHORD DISTANCE OF 319.40’ TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD, A 50’ PUBLIC RIGHT-OF-WAY; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD N88°56’33”E A DISTANCE OF 1526.50’ TO THE POINT OF BEGINNING.

LESS THE FOLLOWING PARCELS AS REFERENCED BY FLAGLER COUNTY: 17-12-30-0650-000D0-0010 ~ 5.2401 ACRES MORE OR LESS

17-12-30-0650-000D0-0011 ~ 5.2711 ACRES MORE OR LESS

20-12-30-0650-000A0-0010 ~ 16.1628 ACRES MORE OR LESS

17-12-30-0650-000B0-0000 ~ 5.706 ACRES MORE OR LESS (ALBERT)

18-12-30-5550-00120-0031 ~ 4.9726 ACRES MORE OR LESS (BUBBA)

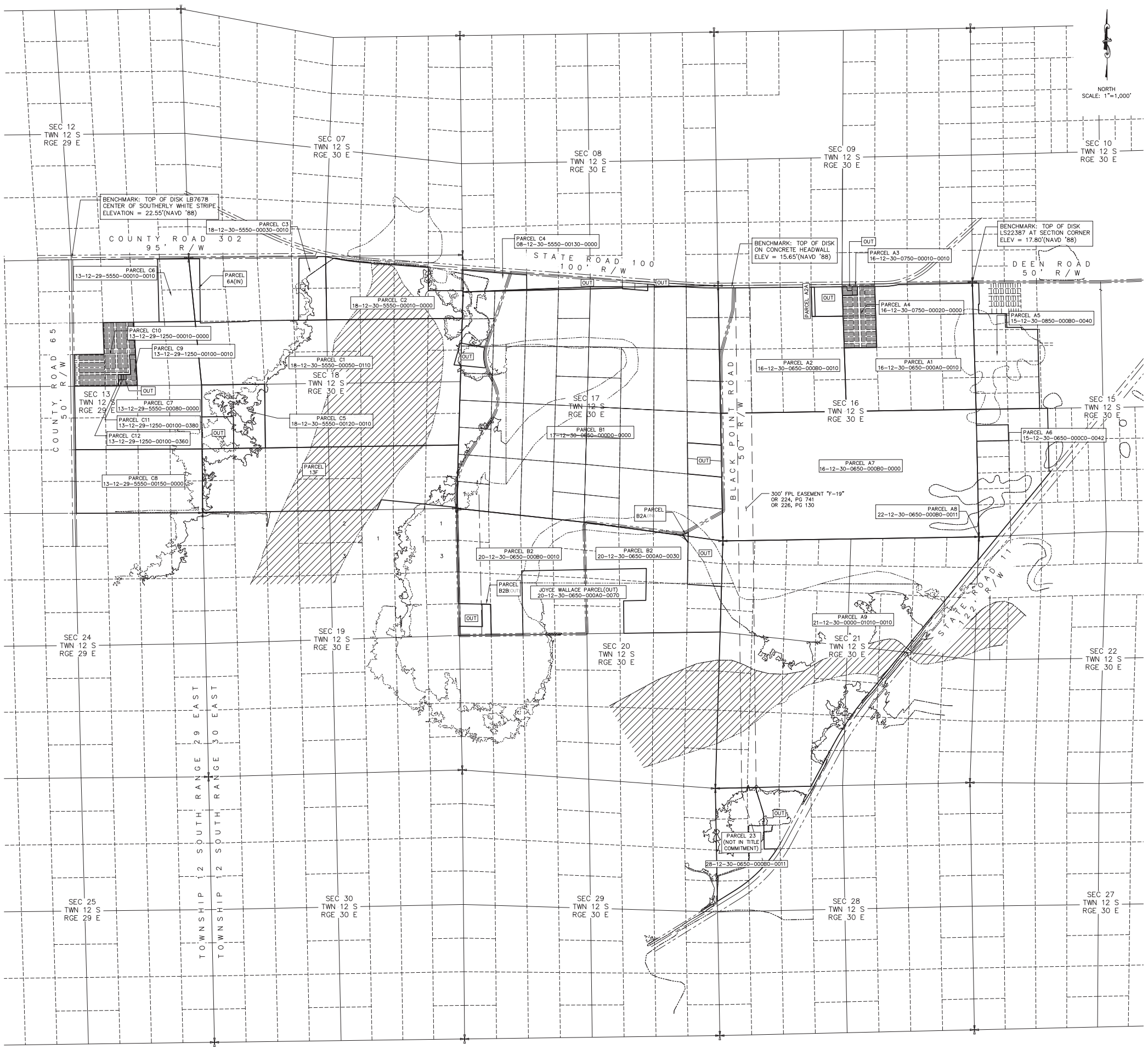
18-12-30-5550-00120-0030 ~ 4.9772 ACRES MORE OR LESS (RHONDA)

13-12-29-1250-00100-0400 ~ 0.1256 ACRES MORE OR LESS (SCOTTS)

ALSO, LESS AND EXCEPT THE FOLLOWING:

LESS OVER 27 ACRES FOR ROADS AND RIGHTS-OF-WAYS INCLUDING DEEN ROAD, STATE ROAD 11, COUNTY ROAD 80, COUNTY ROAD 65, COUNTY ROAD 302, STATE ROAD 100(STATE ROAD 20), COUNTY ROAD 5 WEST(WEST BLACK POINT ROAD), BLACK POINT ROAD, EAST BLACK POINT ROAD AND VARIOUS OTHER ACCESS EASEMENTS AS RECORDED IN PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SUBJECT TO EASEMENTS AND ROAD RIGHTS-OF-WAYS AS RECORDED IN BUNNELL DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND ALSO AS RECORDED IN ST. JOHNS DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 7, AND ALSO AS RECORDED IN BUNNELL GARDENS, MAP BOOK 2, PAGE 6, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND ALSO AS RECORDED IN CRESCENT SHORES, MAP BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A 300’ WIDE POWER LINE EASEMENT ENCUMBERING 71.3435 ACRES, AND VARIOUS OTHER ENCUMBERING INSTRUMENTS FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



DESCRIPTIONS

PARCEL A1: 16-12-30-0650-000A0-0010
TRACTS 1, 2, 3, 4, AND TRACTS 7 THROUGH 20, INCLUSIVE OF BLOCK A, NOW MORE PARTICULARLY DESCRIBED AS TRACTS 1, 2, 3, 4, AND TRACTS 7 THROUGH 12, INCLUSIVE OF BLOCK A, SECTION 16, TOWNSHIP 12, SOUTH, RANGE 30 EAST, ACCORDING TO MAP OF THE BUNNELL DEVELOPMENT COMPANY'S LAND AT BUNNELL, FLORIDA, AS RECORDED IN PLAT 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL A2: 16-12-30-0650-000B0-0010
ALL OF BLOCK B, EXCEPT TRACT 2, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 1, OF THE PUBLIC RECORDS, OF FLAGLER COUNTY, FLORIDA.

PARCEL A3: 16-12-30-0750-00010-0010
TRACTS 1, 2, 3, 4 AND TRACTS 9 THROUGH 24, INCLUSIVE, BLOCK 1, BUNNELL GARDENS, A SUBDIVISION OF TRACTS 5 AND 6 OF BLOCK A, IN SECTION 16, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 6, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL A4: 16-12-30-0750-00020-0000
BLOCK 2 THROUGH 12, INCLUSIVE, BUNNELL GARDENS, A SUBDIVISON OF TRACTS 5 AND 6 OF BLOCK A, IN SECTION 16, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 6; OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL A5: 15-12-30-0850-000B0-0040
ALL OF TRACTS 4 THROUGH 16, INCLUSIVE OF BLOCK B, IN SECTION 15, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ACCORDING TO MAP OF THE BUNNELL DEVELOPMENT COMPANY'S LAND AT BUNNELL, FLORIDA, AS RECORDED IN PLAT BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

LESS AND EXCEPT THOSE PARCELS CONVEYED IN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 23MO, PAGE 1412, OFFICIAL RECORDS BOOK 23MO, PAGE 1410, OFFICIAL RECORDS BOOK 2229, PAGE 802, OFFICIAL RECORDS BOOK 2210, PAGE 1121, OFFICIAL RECORDS BOOK 1348, PAGE 712, OFFICIAL RECORDS BOOK 2643, PAGE 754, AND OFFICIAL RECORDS BOOK 2643, PAGE 751, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL A6: 15-12-30-0650-000C0-0042
WEST 1/2 OF TRACT 4, TRACTS, 5, 6, 8, 9, 10, 11. WEST 1/2 OF TRACT 12, TRACTS 21, 22, 23, AND 24, AND THAT PART OF TRACTS 19, 20 AND 25, LYING NORTH AND WEST OF STATE ROAD 11, BLOCK C, ACCORDING TO MAP OF THE BUNNELL DEVELOPMENT COMPANY'S LAND AT BUNNELL, FLORIDA, AS RECORDED IN PLAT BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL A7: 16-12-30-0650-000B0-0000
THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 12 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA.

PARCEL A8: 22-12-30-0650-000B0-0011
THAT PART OF TRACTS 5 AND 6 LYING NORTH AND WEST OF STATE ROAD 11 OF BLOCK B, IN SECTION 22, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ACCORDING TO MAP OF THE BUNNELL DEVELOPMENT COMPANY'S LAND AT BUNNELL, FLORIDA, AS RECORDED IN PLAT BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL A9: 21-12-30-0000-01010-0010
THAT PART OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 30 EAST, LYING NORTH AND WEST OF STATE ROAD 11, FLAGLER COUNTY, FLORIDA.

PARCEL B1: 17-12-30-0650-000D0-0000
ALL OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 30 EAST, AND BEING ALL THAT PART OF TRACT 3 OF BLOCK 15 LYING AND BEING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD NO. 100, EXCEPT THE WEST 523.12 FEET OF THE SAID TRACT 3 OF BLOCK 15, MEASURED ALONG THE SOUTH LINE OF SAID SECTION 8, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, FLAGLER COUNTY, FLORIDA.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTIES:
TRACT 1 OF BLOCK D AND OFFICIAL RECORDS BOOK 91, PAGE 683, AND DEED BOOK 55, PAGE 453, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.
ALSO LESS ANY PORTION THEREOF LYING WITHIN A ROAD RIGHT OF WAY.

PARCEL B2: 20-12-30-0650-000B0-0010 20-12-30-0650-000A0-0030
TRACTS 3, 4, 5, AND 6, THE SOUTH 1/2 OF TRACT 9, AND ALL OF TRACTS 10, 11, AND 12, OF BLOCK A; TRACTS 1, 2, 3, 4, 5, 6, 7, AND 9, OF BLOCK B, ALL IN SECTION 20, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, FLAGLER COUNTY.

EXCEPTING THE FOLLOWING DESCRIBED PROPERTIES:
OFFICIAL RECORDS BOOK 305, PAGE 409, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ALSO LESS ANY PORTION THEREOF LYING WITHIN A ROAD RIGHT OF WAY.

PARCEL C1: 18-12-30-5550-00050-0110
BLOCKS 5 THROUGH 11, INCLUSIVE, MAP OF ST. JOHNS DEVELOPMENT COMPANY'S SUBDIVISION, IN SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 7, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL C2: 18-12-30-5550-00010-0000
BLOCK 1, (EXCEPT TRACT 1) AND BLOCK 2, LYING SOUTH OF SR 100, MAP OF ST. JOHNS DEVELOPMENT COMPANY'S SUBDIVISION, IN SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 7, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL C3: 18-12-30-5550-00030-0010
TRACTS 1 AND 3, MAP OF ST. JOHNS DEVELOPMENT COMPANY'S SUBDIVISION; IN SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 7, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL C4: 08-12-30-5550-00130-0000
THAT PORTION OF BLOCK 13, LYING SOUTH OF STATE ROAD 100, LESS THAT PORTION LYING IN W. BLACK POINT ROAD, MAP OF ST. JOHNS DEVELOPMENT COMPANY'S SUBDIVISION, IN SECTION 8, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 7, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL C5: 18-12-30-5550-00120-0010
TRACTS 1 AND 2, BLOCK 12, MAP OF ST. JOHNS DEVELOPMENT COMPANY'S SUBDIVISION, IN SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 7, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL C6: 13-12-29-5550-00010-0010
ALL OF TRACKS 1 AND 3, AND A PORTION OF TRACT 2, DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER BEING TRACT 2 IN BLOCK ONE IN SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST; ACCORDING TO THE PLAT OF SAINT JOHNS DEVELOPMENT COMPANY SUBDIVISION RECORDED IN PLAT BOOK 1, PAGE 7, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA. LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL.

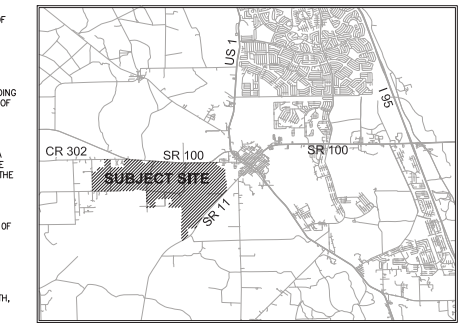
A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, FLAGLER COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM: THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13, SAID CORNER BEING LOCATED ON A LINE OF AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 40, PAGE 249, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, THENCE BEAR NORTH 88 DEGREES 27 MINUTES 15 SECONDS EAST, ALONG THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE ROAD 302; A DISTANCE OF 1136.07 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT LYING 9.0 FEET NORTH OF FENCE CORNER; THENCE CONTINUE NORTH 88 DEGREES 27 MINUTES 15 SECONDS EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 651.00 FEET TO A POINT LYING 9.0 FEET NORTH OF A FENCE CORNER; THENCE SOUTH 1 DEGREES 59 MINUTES 40 SECONDS EAST, ALONG A FENCE LINE A DISTANCE OF 1307.84 FEET TO A FENCE CORNER; THENCE SOUTH 88 DEGREES 04 MINUTES 10 SECONDS WEST ALONG A FENCE A DISTANCE OF 647.95 FEET TO A FENCE CORNER; THENCE NORTH 2 DEGREES 07 MINUTES 37 SECONDS WEST ALONG A FENCE A DISTANCE 1312.22 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

ALL LYING AND BEING IN MAP OF SAINT JOHNS DEVELOPMENT COMPANY' SUBDIVISION, IN SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 7, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL C7: 13-12-29-5550-00080-0000
BLOCKS 8, 9 AND 10, MAP OF ST JOHNS DEVELOPMENT COMPANY' SUBDIVISION, IN SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 7, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL C8: 13-12-29-5550-00150-0000
BLOCKS 15 AND 16, MAP OF ST. JOHNS DEVELOPMENT COMPANY' SUBDIVISION, IN SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 7, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



LOCATION MAP
N.T.S.

PARCEL C9: 13-12-29-1250-00100-0010
TRACTS 1 THROUGH 35, INCLUSIVE AND TRACTS 42 THROUGH 45, INCLUSIVE; BLOCK 10, CRESCENT SHORES, IN SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 17; OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL C10: 13-12-29-1250-00010-0000
BLOCKS 1 THROUGH 9, INCLUSIVE, CRESCENTS SHORES, IN SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL C11: 13-12-29-1250-00100-0380
TRACTS 36 AND 37, BLOCK 10, CRESCENT SHORES, IN SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL C12: 13-12-29-1250-00100-0360
TRACTS 38 AND 39, BLOCK 10, CRESCENT SHORES, IN SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PARCEL 13F: 18-12-30-5550-00130-0000
ALL OF BLOCKS 13, 14, 15, AND 16; ALL IN SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST. JOHN'S DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, FLAGLER COUNTY.

EXCEPTING THE FOLLOWING DESCRIBED PROPERTIES:
OR 2425 PG 1484 (TO DODGEN 2/20/20)
OR 2529 PG 1184 (TO DODGEN 1121121)

PARCEL 23: 28-12-30-0650-000B0-0011
THAT PART OF BLOCK B, LYING NORTH AND WEST OF STATE ROAD 11, SECTION 28, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, FLAGLER COUNTY.

EXCEPTING THE FOLLOWING DESCRIBED PROPERTIES:
OR 702 PG274 (WETHERBY)
OR 358 PG 221 (WETHERBY)
OR 2144 PG 1905 (WETHERBY)

PARCEL 6A:
A PORTION OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING A PORTION OF LAND SITUATE IN TRACTS 2 AND 3, OF BLOCK 4, OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST. JOHNS DEVELOPMENT COMPANYS SUBDIVISION, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING A BROKEN 6x6 CONCRETE "MOODY" MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 18, BEAR S05°56'30"E ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 20.23 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 302 (95' RIGHT-OF-WAY) ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE DEPARTING SAID WEST LINE OF SECTION 18 N89°37'36"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 302 A DISTANCE OF 222.10' TO THE WESTERLY LINE OF LANDS CONVEYED TO ROBERT AND KRISTY HATTEN FROM ALLEN LANDS, LLC; THENCE DEPARTING THE SOUTH RIGHT-OF-WAY LINE S00°45'47"E ALONG THE WESTERLY LINE OF SAID HATTEN LANDS A DISTANCE OF 991.56' TO THE SOUTHWEST CORNER OF HATTEN LANDS, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LANDS CONVEYED TO BRANDON AND AMANDA KOPP FROM ALLEN LANDS, LLC; THENCE CONTINUE S00°45'47"E ALONG SAID KOPP LANDS A DISTANCE OF 305.50' TO THE SOUTHERLY LINE OF SAID TRACT 3, BLOCK 4, SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST. JOHNS DEVELOPMENT COMPANYS SUBDIVISION; THENCE S89°19'01"W ALONG SAID SOUTHERLY LINE OF TRACT 3, BLOCK 4 A DISTANCE OF 108.23' TO THE SAID WEST LINE OF SECTION 18; THENCE N05°46'30"W ALONG THE WEST LINE OF SECTION 18 A DISTANCE OF 1303.40' TO THE POINT OF BEGINNING AND TO CLOSE.
PARCEL CONTAINING 4.9194 ACRES MORE OR LESS

JOYCE WALLACE PARCEL (NOT INCLUDED):
A PORTION OF TRACTS 4, 6, 7, 8, AND 9, OF BLOCK A, AND A PORTION OF TRACTS 1, 3, 9, 10, 11, AND 12 OF BLOCK B, SECTION 20, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANYS SUBDIVISION, RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM A POINT OF REFERENCE BING THE WEST 1/4 CORNER OF SAID SECTION 20, BEAR N89°13'30"E A DISTANCE OF 1318.07'; THENCE N01°06'12"W A DISTANCE OF 1322.07'; THENCE N88°54'19"E A DISTANCE OF 2582.33'; THENCE S00°59'31"W A DISTANCE OF 661.67'; THENCE S88°53'32"W A DISTANCE OF 460.30'; THENCE S00°27'07"E A DISTANCE OF 672.43'; THENCE S89°13'30"W A DISTANCE OF 2090.23' TO THE POINT OF BEGINNING OF THIS DESCRIPTION AND TO CLOSE.
PARCEL CONTAINING 71.0649 ACRES MORE OR LESS.

PARCEL B2A
A PORTION OF SECTIONS 17 AND 20, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST. JOHNS DEVELOPMENT COMPANYS SUBDIVISION, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM A POINT OF REFERENCE BEING A "MOODY" 6x6 CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 20, BEAR N82°18'39"W ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 725.72 FEET TO THE NORTHWEST CORNER OF TRACT 2, BLOCK A, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S00°48'22"W ALONG SAID WEST LINE OF TRACT 2, BLOCK A, A DISTANCE OF 131.57 FEET; THENCE DEPARTING SAID WEST LINE OF TRACT 2, N34°53'40"W A DISTANCE OF 177.40 FEET TO THE SAID NORTH LINE OF SECTION 20, ALSO BEING THE SOUTH LINE OF SAID SECTION 17; THENCE CONTINUE N34°53'40"W A DISTANCE OF 28.55 FEET TO A CURVE, CONCAVE NORTHWESTERLY, IN THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST BLACK POINT ROAD(CR 5 EAST, A 50' MAINTAINED R/W); THENCE ALONG THE CURVE TO THE LEFT, HAVING A DELTA OF 23°47'29", A RADIUS OF 225.00', AN ARC LENGTH OF 93.43', A CHORD BEARING OF N72°44'31"E, AND A CHORD DISTANCE OF 92.76' TO A POINT OF TANGENCY IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BLACK POINT ROAD; THENCE N60°50'46"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 34.84' TO THE WESTERLY LINE OF TRACT 11, BLOCK D, OF SAID SECTION 17; THENCE S00°27'45"E ALONG SAID WESTERLY LINE A DISTANCE OF 81.86' TO THE SOUTHWEST CORNER OF SAID TRACT 11, BLOCK D, ALSO BEING THE POINT OF BEGINNING, AND TO CLOSE.
PARCEL CONTAINING 0.2791 ACRES MORE OR LESS.

PARCEL B2B:
TRACT B OF BLOCK B, SECTION 20, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, FLAGLER COUNTY:

EXCEPTING THE FOLLOWING DESCRIBED PROPERTIES:
OR 305 PG 409 (TO FPL 11128/86)

PARCEL A2A
THAT PORTION OF TRACT 2, BLOCK B, LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 100, SECTION 16, TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LESS AND EXCEPT THE LANDS OF DUANE TAYLOR AS DESCRIBED IN OR BOOK 2695, 1433, OF SAID FLAGLER COUNTY, FLORIDA.
PARCEL CONTAINING 0.9290 ACRES MORE OR LESS.

TYPE OF SURVEY: *BOUNDARY / TOPOGRAPHIC*

PREPARED FOR:
NORTHEAST FLORIDA DEVELOPERS
2771 Monument Rd. Ste 329, #305
Jacksonville, FL 32225

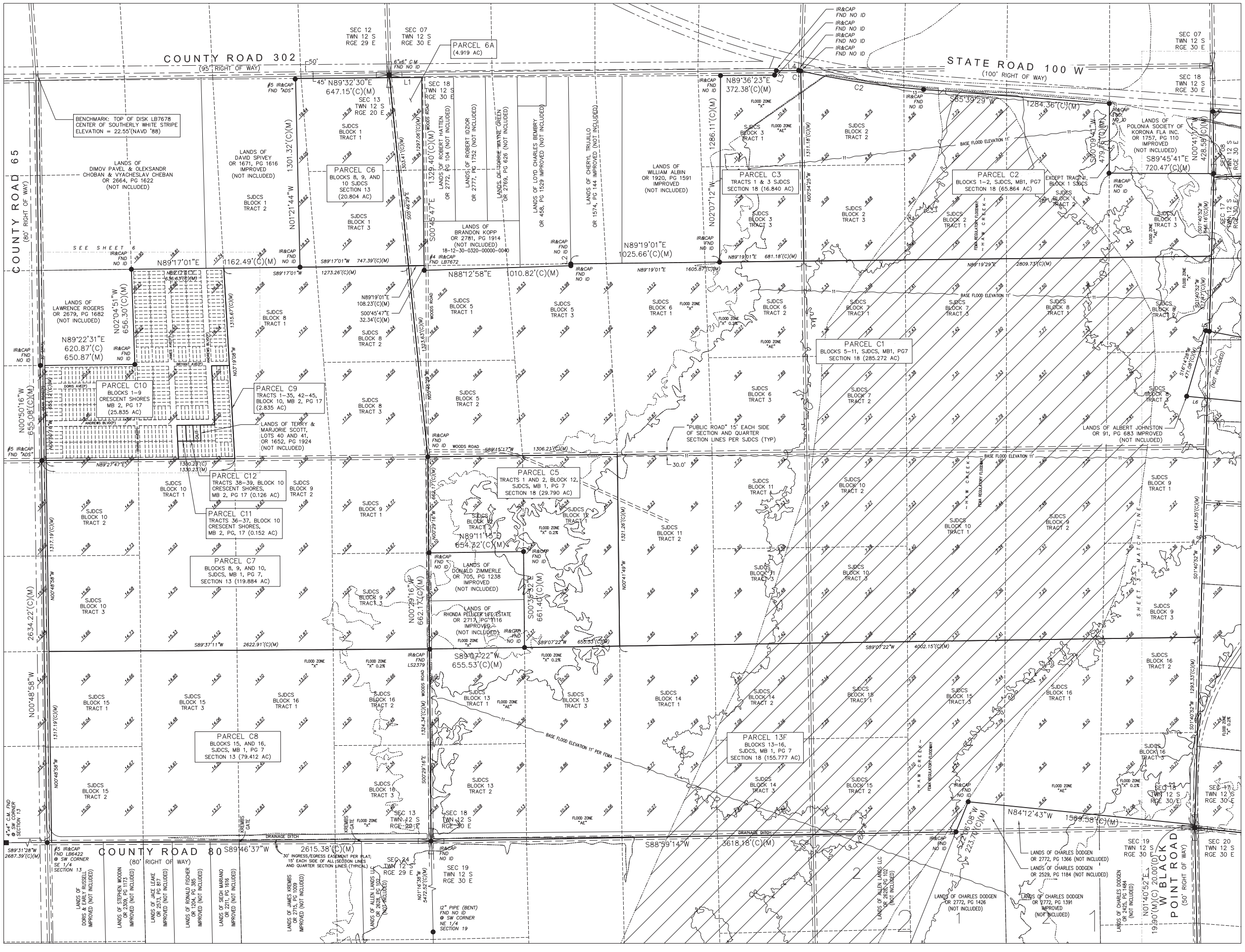
TYPE SURVEY:	FIELD DATE	OFFICE DATE	JOB NO.	BY:
Boundary	00/00/00	00/00/00	00-0000	DTW/JAP
Formboard				
Foundation				
Final				

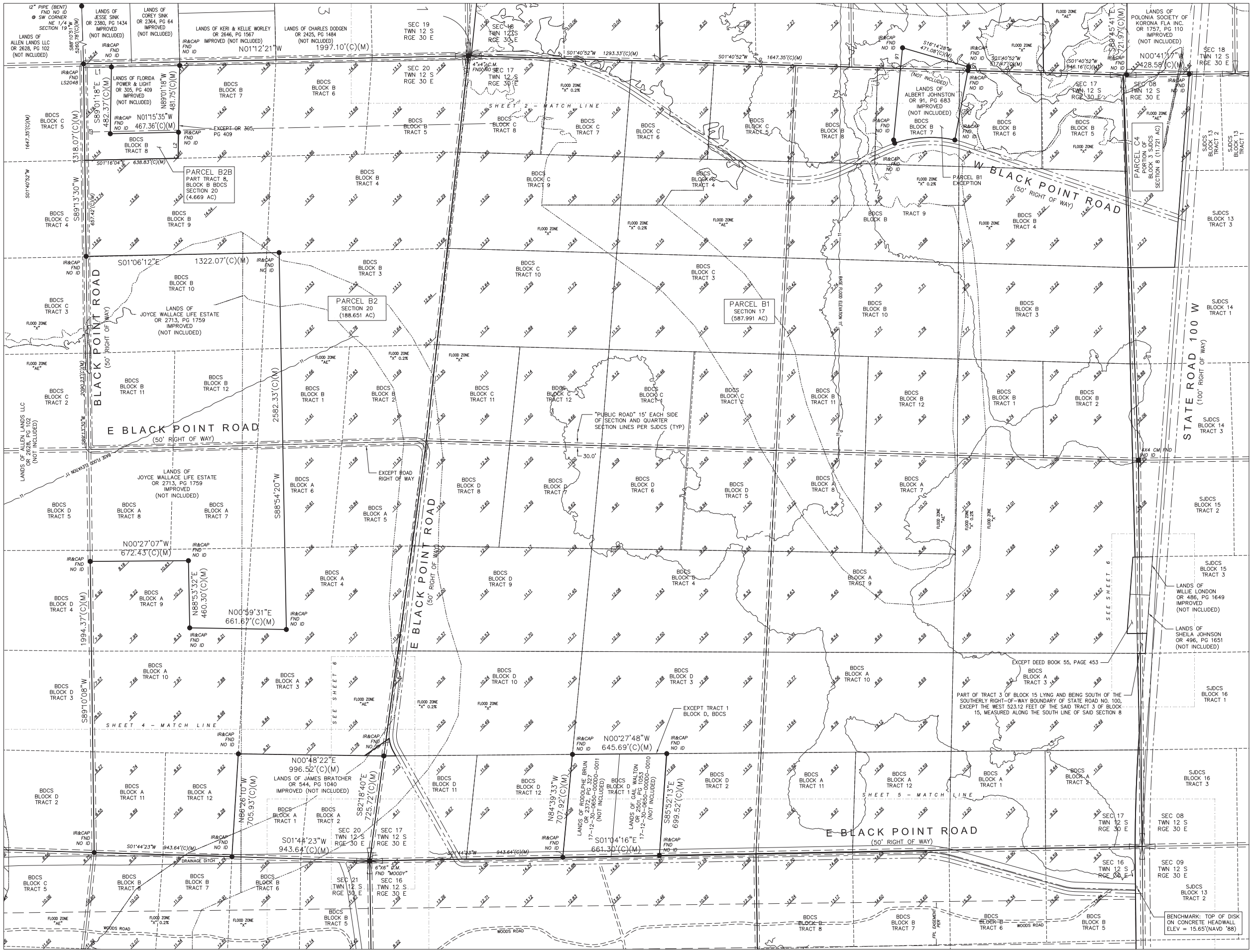
WILCOX CORP.
Residential / Commercial Land Surveyors (LB8328)
204 N. Railroad St., Bunnell, FL 32110
Phone: 386-313-6434 Email: info@wilcoxcorp.com

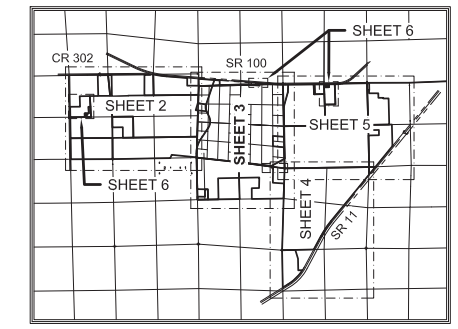
I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 5J-17 Florida Administrative Code

DAVID T. WILCOX, LS5871
Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

SHEET
1 of 6


COUNTY ROAD 302
(95' RIGHT OF WAY)
STATE ROAD 100 W
(100' RIGHT OF WAY)
COUNTY ROAD 65
(80' RIGHT OF WAY)
COUNTY ROAD 80
(80' RIGHT OF WAY)
W BLACK POINT ROAD
(50' RIGHT OF WAY)
BENCHMARK: TOP OF DISK LB7678
CENTER OF SOUTHERLY WHITE STRIPE
ELEVATION = 22.55'(NAVD '88)
PARCEL 6A
(4.919 AC)
PARCEL C6
BLOCKS 8, 9, AND
10 SJDCS
SECTION 13
(20.804 AC)
PARCEL C3
TRACTS 1 & 3 SJDCS
SECTION 18 (16.840 AC)
PARCEL C2
BLOCKS 1–2, SJDCS, MB1, PG7
SECTION 18 (65.864 AC)
PARCEL C1
BLOCKS 5–11, SJDCS, MB1, PG7
SECTION 18 (285.272 AC)
PARCEL C10
BLOCKS 1–9
CRESCENT SHORES
MB 2, PG 17
(25.835 AC)
PARCEL C9
TRACTS 1–35, 42–45,
BLOCK 10, MB 2, PG 17
(2.835 AC)
PARCEL C12
TRACTS 38–39, BLOCK 10
CRESCENT SHORES,
MB 2, PG 17 (0.126 AC)
PARCEL C11
TRACTS 36–37, BLOCK 10
CRESCENT SHORES,
MB 2, PG, 17 (0.152 AC)
PARCEL C7
BLOCKS 8, 9, AND 10,
SJDCS, MB 1, PG 7,
SECTION 13 (119.884 AC)
PARCEL C5
TRACTS 1 AND 2, BLOCK 12,
SJDCS, MB 1, PG 7
SECTION 18 (29.790 AC)
PARCEL C8
BLOCKS 15, AND 16,
SJDCS, MB 1, PG 7
SECTION 13 (79.412 AC)
PARCEL 13F
BLOCKS 13–16,
SJDCS, MB 1, PG 7
SECTION 18 (155.777 AC)
LANDS OF DIMOV PAVEL & OLEKSANDR CHOBAN & VYACHESLAV CHEBAN OR 2664, PG 1622 (NOT INCLUDED)
LANDS OF DAVID SPIVEY OR 1671, PG 1616 IMPROVED (NOT INCLUDED)
LANDS OF LAWRENCE ROGERS OR 2679, PG 1682 (NOT INCLUDED)
LANDS OF BRANDON KOPP OR 2781, PG 1914 (NOT INCLUDED) 18-12-30-0320-00000-0040
LANDS OF WILLIAM ALBIN OR 1920, PG 1591 IMPROVED (NOT INCLUDED)
LANDS OF POLONIA SOCIETY OF KORONA FLA INC. OR 1757, PG 110 IMPROVED (NOT INCLUDED)
LANDS OF TERRY & MARJORIE SCOTT, LOTS 40 AND 41, OR 1652, PG 1924 (NOT INCLUDED)
LANDS OF DONALD ZIMMERLE OR 705, PG 1238 IMPROVED (NOT INCLUDED)
LANDS OF RHONDA PELLICER LIFE ESTATE OR 2717, PG 1116 IMPROVED (NOT INCLUDED)
LANDS OF ALBERT JOHNSTON OR 91, PG 683 IMPROVED (NOT INCLUDED)
LANDS OF CHARLES DODGEN OR 2772, PG 1366 (NOT INCLUDED)
LANDS OF CHARLES DODGEN OR 2529, PG 1184 (NOT INCLUDED)
LANDS OF CHARLES DODGEN OR 2772, PG 1426 (NOT INCLUDED)
LANDS OF CHARLES DODGEN OR 2772, PG 1391 IMPROVED (NOT INCLUDED)
LANDS OF ALLEN LANDS LLC OR 2628, PG 102 (NOT INCLUDED)
"PUBLIC ROAD" 15' EACH SIDE OF SECTION AND QUARTER SECTION LINES PER SJDCS (TYP)
BASE FLOOD ELEVATION 11' PER FEMA
DRAINAGE DITCH
H W CREEK
SEE SHEET 6
SHEET 3 MATCHLINE
N89°17'01"E 1162.49'(C)(M)
N89°36'23"E 372.38'(C)(M)
S85°39'29"W 1284.36'(C)(M)
N89°19'01"E 1025.66'(C)(M)
N88°12'58"E 1010.82'(C)(M)
S89°46'37"W 2615.38'(C)(M)
S88°59'14"W 3618.18'(C)(M)
N84°12'43"W 1569.58'(C)(M)
S89°07'22"W 655.53'(C)(M)
N89°11'13"E 654.52'(C)(M)
N00°29'16"W 662.17'(C)(M)
S00°33'32"E 661.40'(C)(M)
N00°50'16"W 655.08'(C)(M)
N00°48'58"W 2634.22'(C)(M)
N02°04'51"W 656.30'(C)(M)
N01°21'44"W 1301.32'(C)(M)
N02°07'12"W 1286.11'(C)(M)
S00°40'47"E 1329.40'(C)(M)
N89°22'31"E 620.87'(C) 650.87'(M)
N89°17'01"E 636.63'(C)(M)
S89°31'28"W 2687.39'(C)(M)
S89°37'11"W 2622.91'(C)(M)
S89°07'22"W 4002.15'(C)(M)
S01°40'52"W 1293.33'(C)(M)
S01°40'52"W 1647.35'(C)(M)
N00°41'149"W 1321.26'(C)(M)
N00°48'58"W 1317.19'(C)(M)
S00°29'16"E 1324.34'(C)(M)
N01°16'58"W 5472.52'(C)(M)
N01°40'52"E 1990'(M)(C) 20.00'(D)
S22°06'08"W 223.70'(C)(M)
S84°28'35"E 142.58'(C)(M)
N00°41'149"W 428.58'(C)(M)
S89°45'41"E 720.47'(C)(M)
N89°37'39"E 222.10'(C)(M)
N00°45'26"W 12.66'(C)(M)
N21°21'23"E 33.00'(C)(M)
N89°37'36"E 158.57'(C)(M)
N79°18'59"W 24.13'(C)(M)
N89°19'01"E 681.18'(C)(M)
N89°19'29"E 2809.73'(C)(M)
N89°27'47"E
N89°15'17"W 1306.21'(C)(M)
S01°40'52"W 946.16'(C)(M)
S01°40'52"W 471.08'(C)(M)
S01°40'52"W 1324.34'(C)(M)
S00°29'16"E 1317.19'(C)(M)
S00°48'58"W 1317.19'(C)(M)
S00°48'58"W 2634.22'(C)(M)
S00°48'58"W 1317.19'(C)(M)
S00°48'58"W 1317.19'(C)(M)
S00°48'58"W 1317.19





KEY MAP
N.T.S.

NORTH
SCALE: 1"=300'

LINE TABLE

L1=	N01°12'21"W	191.70'(C)(M)
L2=	S89°01'18"W	178.68'(C)(M)
L3=	S89°13'30"W	660.66'(C)(M)

NOTES

1. Elevations refer to N.A.V.D. 1988 datum and reference local datum.
2. Underground improvements and utilities not located.
3. Fences not located as apart of survey.
4. Bearings refer to State Plane Coordinates, Florida East Zone, (NAD83)
5. Property lies in Flood Zones "X", "X"0.2%, "AE", & "A" (base flood elevations = varies) with reference to Map No.'s 12035C0205E, 12035C0220E, & 12035C0221E, Effective Date: June 6, 2018. This location is based on maps prepared by the Federal Emergency Management Agency. Final location and flood zone determination rest with said agency and based on N.A.V.D. 1988 datum.
6. Descriptions provided by client.
7. No search for encumbering instruments was made by surveyor.
8. Error of closure meets or exceeds 1:10,000 feet.

LEGEND:

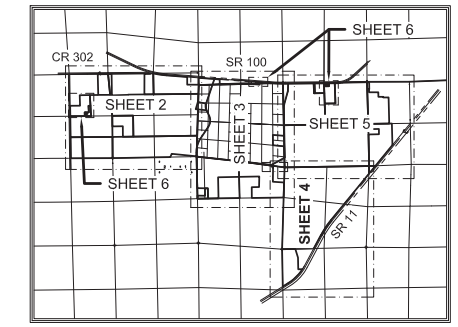
○	IR&C	5/8" Iron Rod & Cap set	C.M.P.	Corrugated Metal Pipe
●	IR&C	5/8" Iron Rod & Cap found	C.B.S.	Concrete Block & Stucco
●	IP	1/2" Iron Pipe	Conc.	Concrete
●	N/D	Nail and Disk set	C/S	Concrete Slab
●	N/D	Nail and Disk found	O/E	Overhead Electric
●	PCP	Permanent Control Point	P/P	Power Pole
●	CM	4"x4" Concrete Monument set	T/P	Tele Pole
●	CM	4"x4" Concrete Monument found	⊠	Mailbox
	FND	Found	⊠	Telephone Riser
	C/L	Center Line	⊠	Cable Television Riser
	E/P	Edge of Pavement	⊠	Water Meter
	R/W	Right of Way	⊠	Electric Meter
	PC	Point of Curvature	⊠	Fire Hydrant
	PI	Point of Intersection	⊠	Utility Pedestal
	PT	Point of Tangent	LB	Licensed Business
	R	Radius	LS	Licensed Surveyor
	L	Length	O.R.	Official Records Book & Page
	CB	Chord Bearing	F.F.	Finish Floor Elevation
	CH	Chord Distance	N.R.	Non-Radial to Curve
	MSL	Mean Sea Level	(D)	Deed
	N.G.V.D.	National Geodetic Vertical Datum	(P)	Plat Bearing & Distance
	N.A.V.D.	North American Vertical Datum	(M)	Measured Bearing & Distance
	B.S.	Benchmark	(C)	Calculated Bearing & Distance
	T.B.M.	Temporary Bench Mark	PG	Map Book
	TOB	Top of Bank	PG	Page
	TOE	Toe of Slope	SJDCS	St Johns Development Company Subdivision
			BDCS	Bunnell Development Company's Subdivision

WILCOX CORP.
Residential / Commercial Land Surveyors (LB8328)
204 N. Railroad St., Bunnell, FL, 32110
Phone: 386-313-6434 Email: info@wilcoxcorp.com

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 5J-17 Florida Administrative Code.

DAVID T. WILCOX, LS5871

Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.



KEY MAP
N.T.S.

NORTH
SCALE: 1"=300'

LINE TABLE

L1=	N88°42'09"E 267.08'(C)(M)
L2=	S58°09'05"W 424.26'(C)(M)

CURVE TABLE

C1=	Δ:	11°11'00"
	R:	5,807.06'
	L:	1,133.46'
	CB:	S33°45'35"W
	CH:	1,131.66'(C)(M)
C2=	Δ:	25°30'53"
	R:	2,787.16'
	L:	1,241.17'
	CB:	S45°23'39"W
	CH:	1,230.94'(C)(M)

NOTES

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2. Underground improvements and utilities not located.
3. Fences not located as apart of survey.
4. Bearings refer to State Plane Coordinates, Florida East Zone, (NAD83).
5. Property lies in Flood Zones "X", "X"0.2%, "AE", & "A" (base flood elevations = varies) with reference to Map No.'s 12035C00205E, 12035C0020ɜE, & 12035C0021OE, Effective Date: June 6, 2018. This location is based on maps prepared by the Federal Emergency Management Agency. Final location and flood zone determination rest with said agency and based on N.A.V.D. 1988 datum.
6. Descriptions provided by client.
7. No search for encumbering instruments was made by surveyor.
8. Error of closure meets or exceeds 1:10,000 feet.

LEGEND:

○ IR&C	5/8" Iron Rod & Cap set	C.M.P.	Corrugated Metal Pipe
● IR&C	5/8" Iron Rod & Cap found	C.B.S.	Concrete Block & Stucco
⊕ N/D	Nail Disk set	Conc.	Concrete
⊕ N/D	Nail Disk found	C/S	Concrete Slab
⊕ N/D	Nail and Disk found	O/E	Overhead Electric
⊕ PCP	Permanent Control Point	P/P	Power Poles
⊡ CM	4"x4" Concrete Monument set	PEP	PEP Tank
■ CM	4"x4" Concrete Monument found	MH	Manhole
FND	Found	T	Telephone Riser
C/L	Center Line	TV	Cable Television Riser
E/P	Edge of Pavement	W	Water Meter
F.F.E.	Finish Floor	E	Electric Meter
P.C.	Point of Curvature	A/C	Air Conditioner
P.I.	Point of Intersection	R/V	Roller Valve
Δ	Delta	LB	Licensed Business
R	Radius	LS	Licensed Surveyor
L	Length	O.R.	Official Records Book & Page
CB	Chord Bearing	F.F.	Finish Floor Elevation
CH	Chord Distance	R.R.	Radius Radial to Curve
ORL	Ocala Rock Layer	(D)	Deed
N.G.V.D.	National Geodetic Vertical Datum	(P)	Plat Bearing & Distance
N.A.V.D.	North American Vertical Datum	(M)	Measured Bearing & Distance
B.M.	Bench Mark	(C)	Calculated Bearing & Distance
T.B.M.	Temporary Bench Mark	M8	Map Book
TOB	Top of Bank	PG	Page
TOE	Toe of Slope	SJDCS	St Johns Development Company Subdivision
		BDCS	Bunnell Development Company's Subdivision

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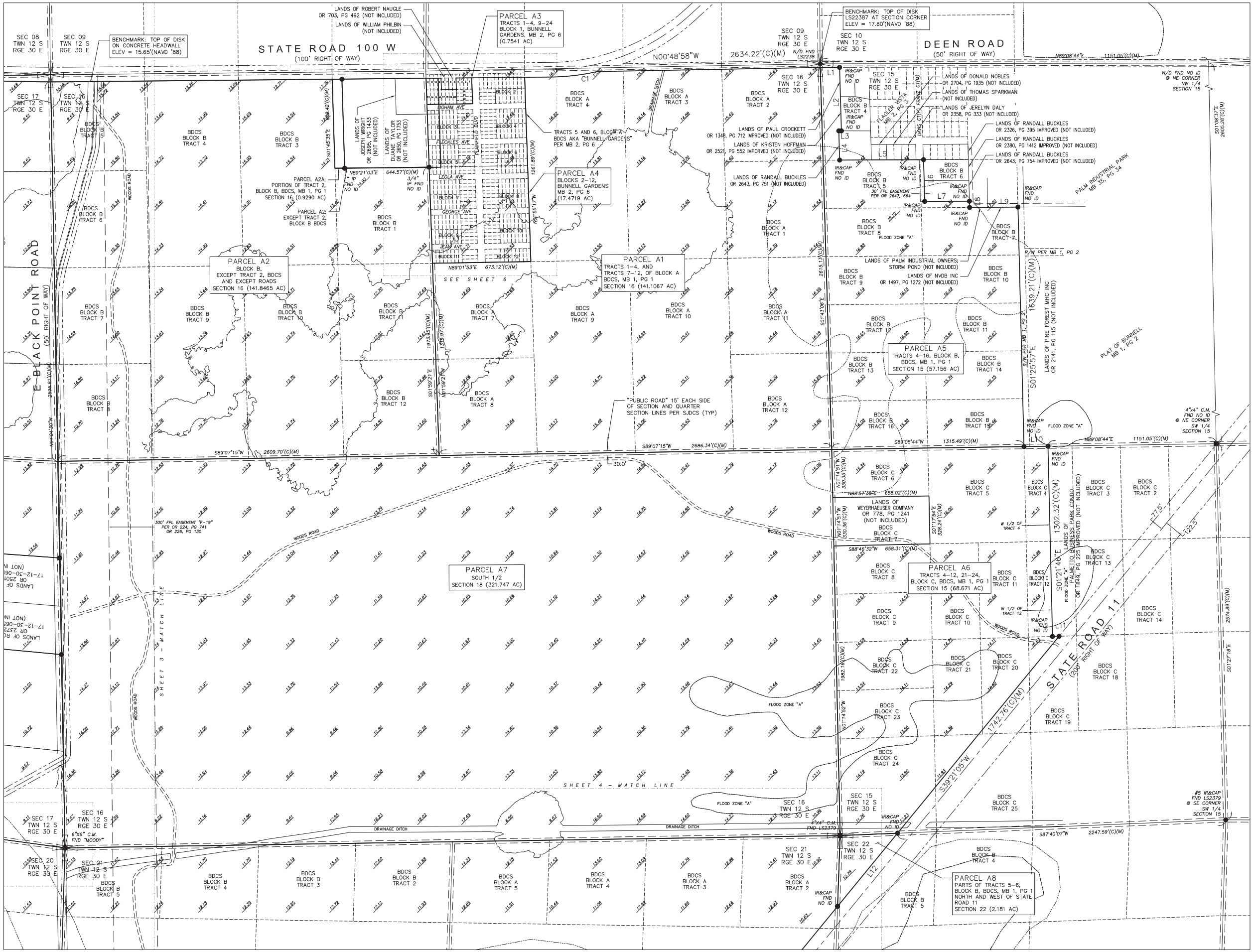

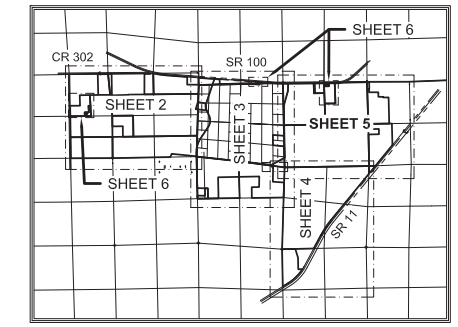

KEY MAP
N.T.S.

NORTH
SCALE: 1"=300'

LINE TABLE

L1=	N89°53'20"E	132.21'(C)(M)
L2=	S01°39'01"E	434.35'(C)(M)
L3=	N89°52'35"W	17.83'(C)(M)
L4=	S01°38'50"E	200.36'(C)(M)
L5=	N89°42'16"E	574.18'(C)(M)
L6=	S01°34'38"E	285.74'(C)(M)
L7=	N89°42'16"E	306.03'(C)(M)
L8=	S01°30'16"E	42.66'(C)(M)
L9=	N89°36'43"E	330.97'(C)(M)
L10=	N89°08'45"E	164.44'(C)(M)
L11=	N88°24'21"E	44.66'(C)(M)
L12=	S39°21'05"W	647.22'(C)(M)

CURVE TABLE

C1= Δ: 12°21'59"
R: 1,482.68'
L: 320.02'
CB: N83°15'40"E
CH: 319.40'(C)(M)

NOTES

1. Elevations refer to N.A.V.D. 1988 datum and reference local datum.
2. Underground improvements and utilities not located.
3. Fences not located as apart of survey.
4. Bearings refer to State Plane Coordinates, Florida East Zone, (NAD83).
5. Property lies in Flood Zones "X", "X"0.2%, "AE", & "A" (base flood elevations = varies) with reference to Map No.'s 12035C00205E, 12035C0020H, & 12035C0021E, Effective Date: June 6, 2018. This location is based on maps prepared by the Federal Emergency Management Agency. Final location and flood zone determination rest with said agency and based on N.A.V.D. 1988 datum.
6. Descriptions provided by client.
7. No search for encumbering instruments was made by surveyor.
8. Error of closure meets or exceeds 1:10,000 feet.

LEGEND:

⊙ IR&C	5/8" Iron Rod & Cap set	C.M.P.	Corrugated Metal Pipe
⊕ IR&C	5/8" Iron Rod & Cap found	C.B.S.	Concrete Block & Stucco
⊕ IP	1/2" Iron Pipe	Conc.	Concrete
⊙ N/D	Nail and Disk set	O/S	Overhead Electric
⊕ N/D	Nail and Disk found	P/S	Power Pole
⊕ PK	Parker Kalon Nail Point	PP	Power Pole
⊡ CM	4"x4" Concrete Monument set	MH	Manhole
⊡ CM	4"x4" Concrete Monument found	T	Telephone Riser
FND	Found	CR	Cable Television Riser
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E/P	Edge of Pavement	EM	Electric Meter
R/W	Right of Way	H	Fire Hydrant
P.C.	Point of Curvature	LB	Licensed Business
P.I.	Point of Intersection	LS	Licensed Surveyor
Δ	Delta	O.R.	Official Records Book & Page
R	Radius	F.F.	Finish Floor Elevation
L	Length	N.R.	Non-Radial to Curve
CB	Chord Bearing	(D)	Deed
CH	Chord Distance	(P)	Plat Bearing & Distance
MSL	Mean Sea Level	(M)	Measured Bearing & Distance
N.G.V.D.	National Geodetic Vertical Datum	(C)	Calculated Bearing & Distance
N.A.V.D.	North American Vertical Datum	M.B.	Map Book
B.M.	Bench Mark	PG	Page
T.B.M.	Temporary Bench Mark	S.JDCS	St Johns Development Company Subdivision
TOB	Top of Bank	BDCS	Bunnell Development Company's Subdivision
TOE	Toe of Slope		

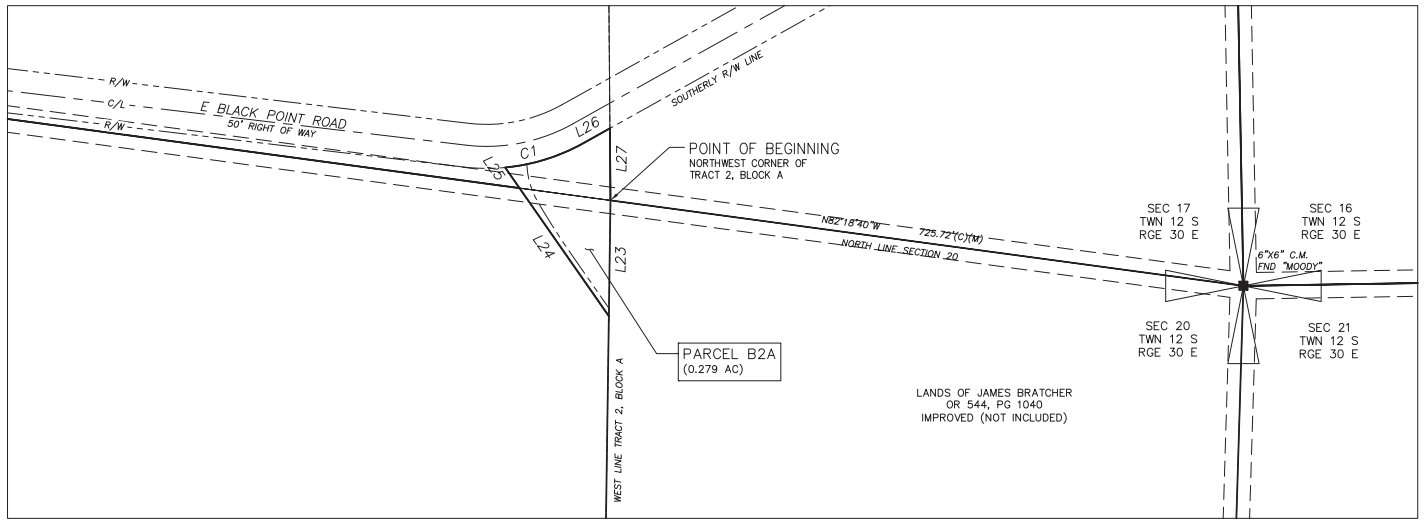
WILCOX CORP.
Residential / Commercial Land Surveyors (LB8328)
204 N. Railroad St., Bunnell, FL 32110
Phone: 386-313-6434 Email: info@wilcoxcorp.com

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 5J–17 Florida Administrative Code.

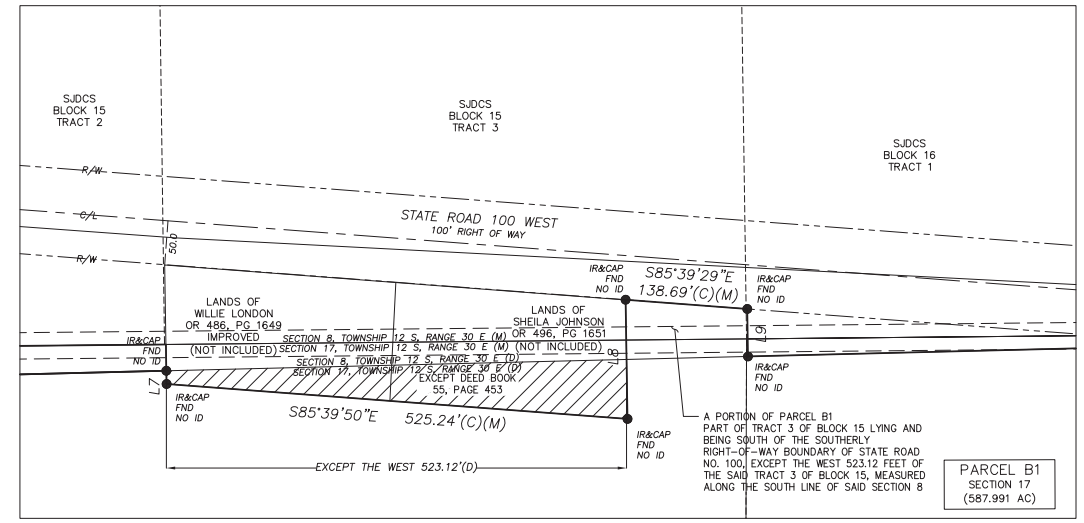
DAVID T. WILCOX, LS5871

Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

SHEET
5 of 6



DETAIL 6.1



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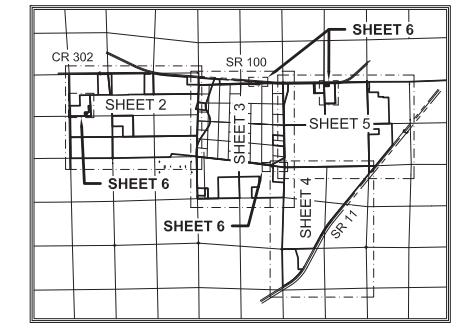
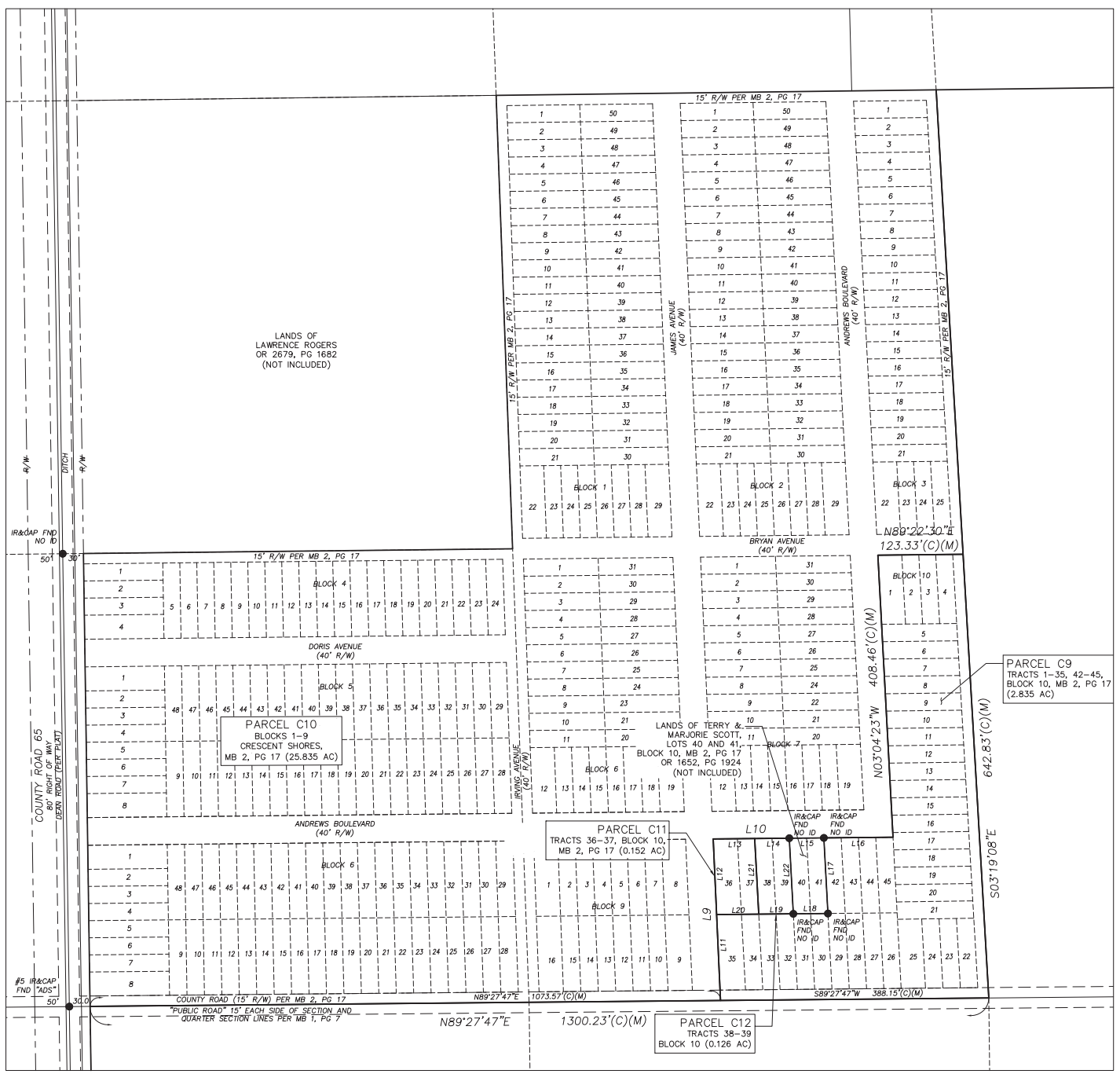


KEY MAP
N.T.S.

NORTH
SCALE: 1"=100'



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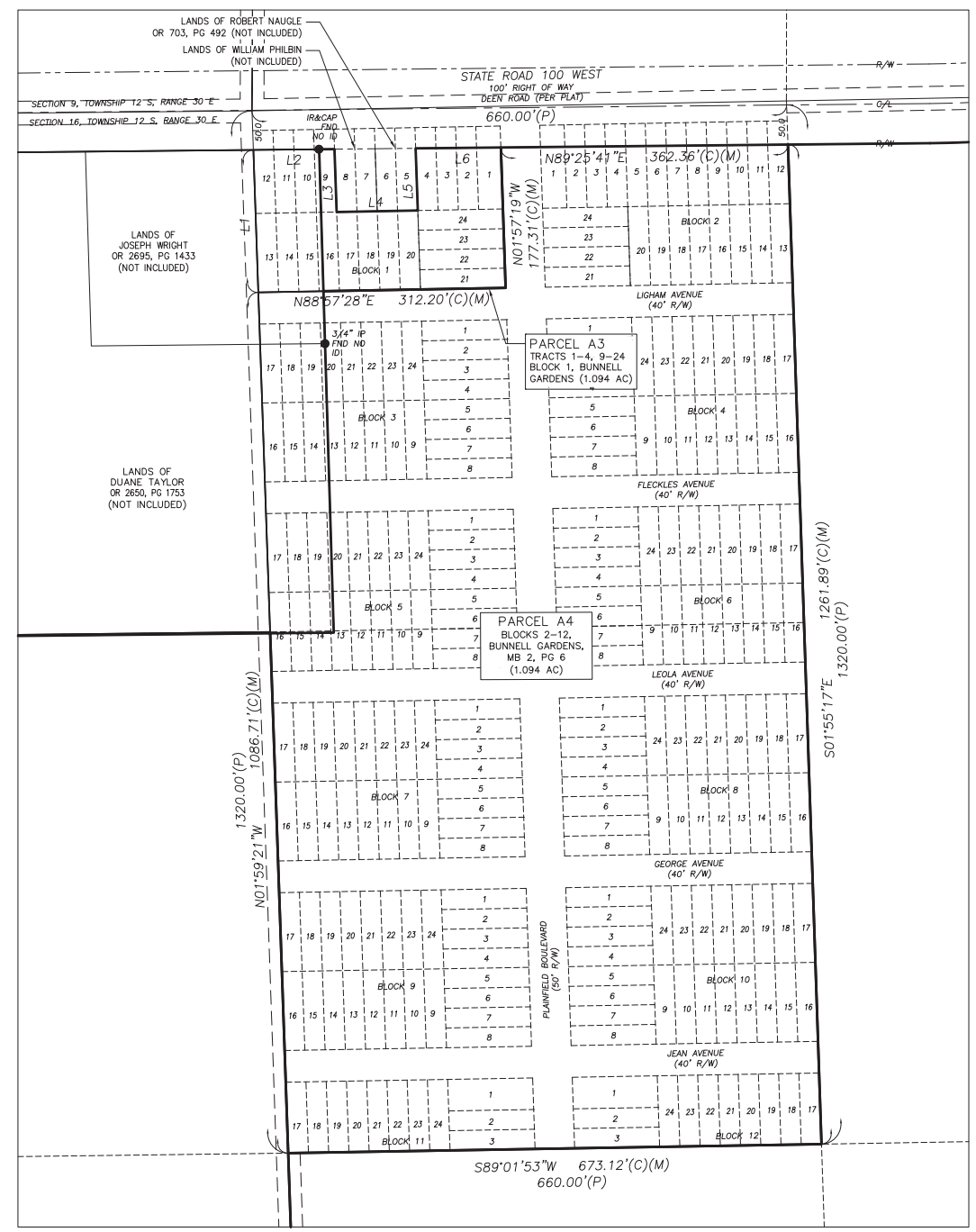

DETAIL 6.4

LINE TABLE

L1=	N01°59'21"W	179.87'(C)(M)
L2=	N89°25'39"E	102.41'(C)(M)
L3=	S01°58'41"E	79.38'(C)(M)
L4=	N88°57'01"E	102.38'(C)(M)
L5=	N01°58'01"E	78.53'(C)(M)
L6=	N89°25'41"E	107.53'(C)(M)
L7=	S00°55'55"E	15.00'(C)(M)
L8=	N00°55'58"W	135.45'(C)(M)
L9=	N02°35'50"W	233.86'(C)(M)
L10=	N89°26'17"E	260.20'(C)(M)
L11=	N02°35'50"W	124.43'(C)(M)
L12=	N02°35'50"W	109.42'(C)(M)
L13=	N89°26'17"E	60.04'(C)(M)
L14=	N89°26'17"E	50.04'(C)(M)
L15=	N89°26'17"E	50.04'(C)(M)
L16=	N89°26'17"E	100.08'(C)(M)
L17=	S03°04'25"E	109.49'(C)(M)
L18=	S89°27'02"W	50.04'(C)(M)
L19=	S89°27'02"W	50.04'(C)(M)
L20=	S89°27'02"W	60.95'(C)(M)
L21=	S03°04'27"E	109.47'(C)(M)
L22=	S03°04'26"E	109.48'(C)(M)
L23=	S00°27'45"E	131.57'(C)(M)
L24=	N34°53'40"W	177.41'(C)(M)
L25=	N34°53'40"W	28.55'(C)(M)
L26=	N60°50'46"E	34.84'(C)(M)
L27=	S00°27'45"E	81.86'(C)(M)

CURVE TABLE

C1= Δ: 23°47'29"
R: 225.00'
L: 93.43'
CB: N72°44'31"E
CH: 92.76'(C)(M)

NOTES

1. Elevations refer to N.A.V.D. 1988 datum and reference local datum.
2. Underground improvements and utilities not located.
3. Fences not located as apart of survey.
4. Bearings refer to State Plane Coordinates, Florida East Zone, (NAD83).
5. Property lies in Flood Zones "X", "X"0.2%, "AE", & "A" (base flood elevations = varies) with reference to Map No.'s 12035C00205E, 12035C00209E, & 12035C00210E, Effective Date: June 6, 2018. This location is based on maps prepared by the Federal Emergency Management Agency. Final location and flood zone determination rest with said agency and based on N.A.V.D. 1988 datum.
6. Descriptions provided by client.
7. No search for encumbering instruments was made by surveyor.
8. Error of closure meets or exceeds 1:10,000 feet.

LEGEND:

⊙ IR&C	5/8" Iron Rod & Cap set	C.M.P.	Corrugated Metal Pipe
● IR&C	5/8" Iron Rod & Cap found	C.B.S.	Concrete Block & Stucco
● IP	1/2" Iron Pipe	Conc.	Concrete
⊕ N/D	Nail and Disk set	C/S	Concrete Slab
⊕ N/D	Nail and Disk found	O/E	Overhead Electric
⊕ PCP	Permanent Control Point	P/P	Power Pole
■ CM	4"x4" Concrete Monument set	REP	REP Tank
■ CM	4"x4" Concrete Monument found	WM	Water Meter
FND	Found	Ⓣ	Telephone Riser
C/L	Center Line	Ⓒ	Cable Television Riser
E/P	Edge of Pavement	WM	Water Meter
R/W	Right of Way	EM	Electric Meter
PC	Point of Curvature	FH	Fire Hydrant
PI	Point of Intersection	WV	Water Valve
Δ	Delta	LB	Licensed Business
R	Radius	LS	Licensed Surveyor
L	Length	O.R.	Official Records Book & Page
CB	Chord Bearing	F.F.	Finish Floor Elevation
CH	Chord Distance	N.R.	Non-Radial to Curve
MSL	Mean Sea Level	(D)	Deed
N.G.V.D.	National Geodetic Vertical Datum	(P)	Plat Bearing & Distance
N.A.V.D.	North American Vertical Datum	(M)	Measured Bearing & Distance
P.O.B.	Point of Beginning	(C)	Calculated Bearing & Distance
T.B.M.	Temporary Bench Mark	D.B.	Deed Book
TOB	Top of Bank	PG	Page
TOE	Toe of Slope	SJDCS	St Johns Development Company Subdivision
		BDCS	Bunnell Development Company's Subdivision

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I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 5J-17 Florida Administrative Code.

DAVID T. WILCOX, LS5871
Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

SHEET
6 of 6

Exhibit “C”

Reserve at Haw Creek Master Conceptual Plan

Conceptual Master Plan

This is a conceptual master plan. All freatures are represented as accurately as available data provides, however, this is not an engineered drawing or plat. All features represented are subject to change during final design, engineering and permitting through local, state and federal agencies as required by law.

Master Plan For
Reserve at Haw Creek
A Mixed Use Community

July 25, 2025

North
N.T.S

Northeast Florida Developers, LLC

Exhibit “D”

Green Space and Park Space Distribution

Open Space, Park & Greenspace

All Requirements Represent Minimums

GREENSPACE(12% of Net Developable)

PARK
(50% of Greenspace Requirement for Residential)
(20% of Greenspace Requirement for Town Center)

WETLAND / ENVIRONMENTAL CONSERVATION
(50% of Gross property)

UPLAND ENVIRONMENTAL CONSERVATION
(Integrated with wetland conservation measurement)

Note:
This map is illustrative only, showing the potential distribution of greenspace throughout the neighborhoods. The actual amount will be contingent upon environmental permitting and net resultant developable uplands per neighborhood

This is a conceptual master plan. All freatures are represented as accurately as available data provides, however, this is not an engineered drawing or plat. All features represented are subject to change during final design, engineering and permitting through local, state and federal agencies as required by law.

Open Space Map

For

Reserve at Haw Creek

A Mixed Use Community

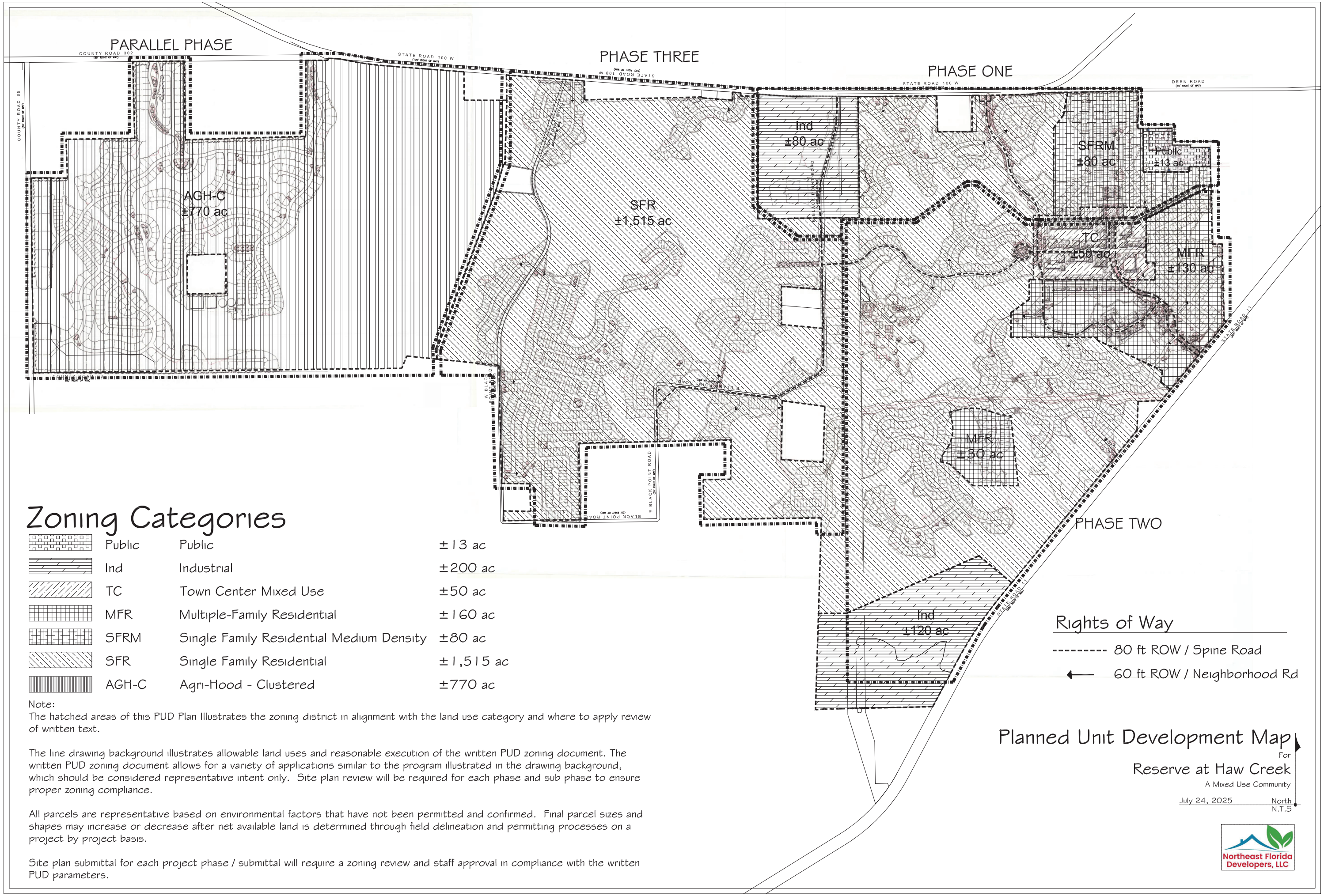
September 16, 2024

North
N.T.S

Northeast Florida Developers, LLC

Exhibit “E”

Reserve at Haw Creek Zone Map



Zoning Categories

	Public	Public	±13 ac
	Ind	Industrial	±200 ac
	TC	Town Center Mixed Use	±50 ac
	MFR	Multiple-Family Residential	±160 ac
	SFRM	Single Family Residential Medium Density	±80 ac
	SFR	Single Family Residential	±1,515 ac
	AGH-C	Agri-Hood - Clustered	±770 ac

Note:
The hatched areas of this PUD Plan Illustrates the zoning district in alignment with the land use category and where to apply review of written text.

The line drawing background illustrates allowable land uses and reasonable execution of the written PUD zoning document. The written PUD zoning document allows for a variety of applications similar to the program illustrated in the drawing background, which should be considered representative intent only. Site plan review will be required for each phase and sub phase to ensure proper zoning compliance.

All parcels are representative based on environmental factors that have not been permitted and confirmed. Final parcel sizes and shapes may increase or decrease after net available land is determined through field delineation and permitting processes on a project by project basis.

Site plan submittal for each project phase / submittal will require a zoning review and staff approval in compliance with the written PUD parameters.

Rights of Way

- - - - - - - - 80 ft ROW / Spine Road

← 60 ft ROW / Neighborhood Rd

Planned Unit Development Map

For

Reserve at Haw Creek

A Mixed Use Community

July 24, 2025

North
N.T.S

Northeast Florida Developers, LLC

Via email: Chad@newleafci.com

Ref: 6409.01

Draft Print
04/21/2025 6:00:58 PM

TECHNICAL MEMORANDUM

To: Chad Grimm, Northeast Florida Developers, LLC

From: Kady L. Dearing, PE

Subject: Reserve at Haw Creek – Rezoning Traffic Impact Analysis (RTIA)
Bunnell, FL

Date: April 21, 2025

INTRODUCTION

LTG, Inc. (LTG) has been retained by Northeast Florida Developers, LLC to conduct traffic engineering and transportation planning services on behalf of the proposed Rezoning Traffic Impact Analysis (RTIA) for the project known as Reserve at Haw Creek. The subject property is located in the southwestern quadrant of SR 11 (W. Moody Boulevard) and SR 100 in the City of Bunnell, Florida. Figure 1 depicts the location of the development in relation to the roadway network.

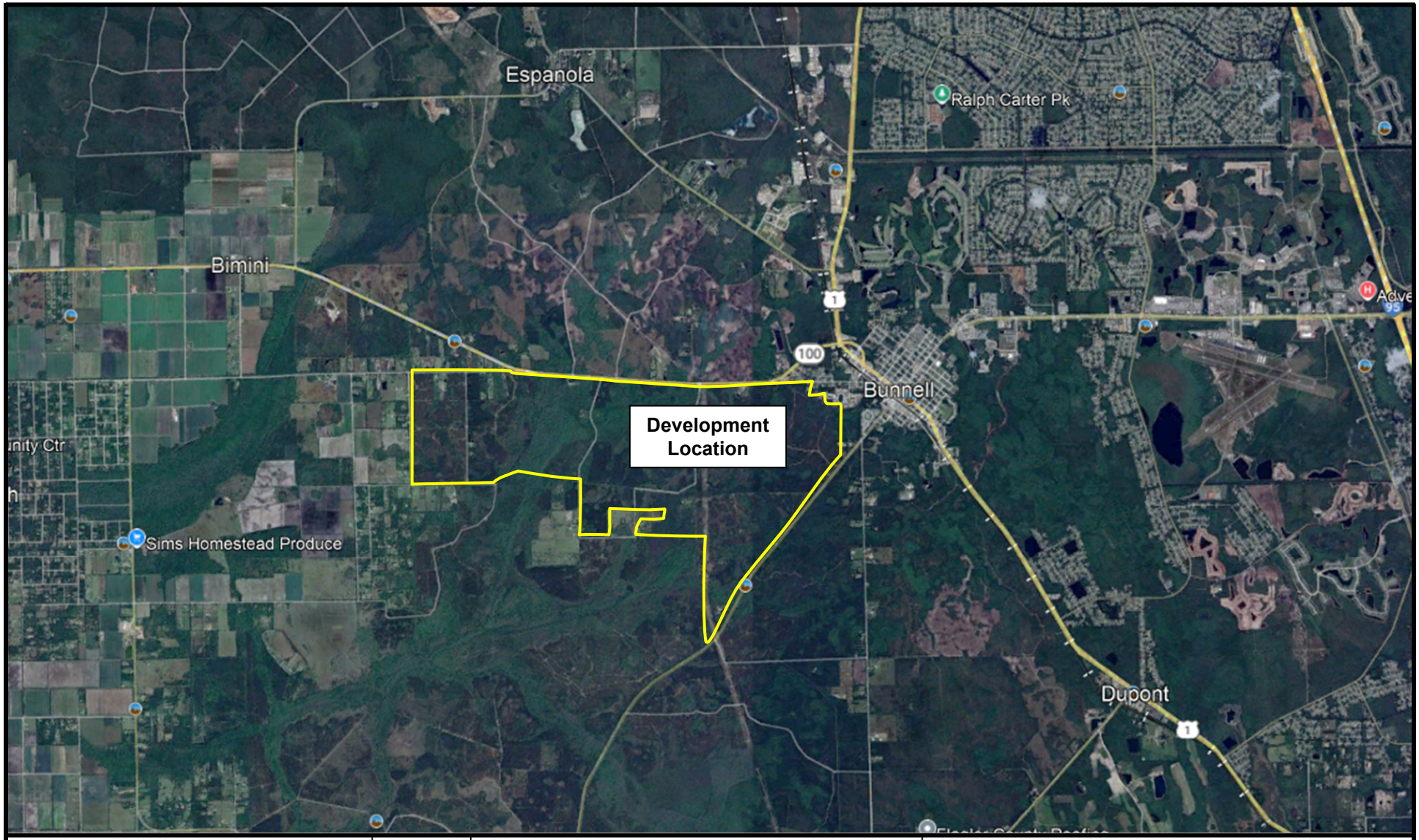
The proposed rezoning will change the existing zoning of a 2,787.5-acre property from 2,655 acres of Agriculture & Silviculture (AG&S), 0.28 acres of Agriculture (Flagler) (AC), and 131 acres of Residential-1 (RES – 1) to 2,786.28 acres of Planned Unit Development (PUD), allowing for an integrated master planned mixed use community including residential, commercial, light industrial, support services, parks and recreation and conservation. A conceptual site plan is shown in **Exhibit A**.

The transportation impacts will be assessed for those roadway segments in which the difference in project traffic is anticipated to impact the peak hour two-way capacity, at the adopted level of service (LOS), at 3% or more. The difference in trips between the existing and post maximum development scenarios is what is used as project trips. The impact of the trip difference will be assessed through a segment analysis for the year 2035. Please note that the development scenarios are based on maximum development potential of the existing zoning and the proposed zoning and may not reflect the final development plan proposed for the site. If/when the Applicant decides to file for transportation concurrency, a Traffic Impact Analysis (TIA) will be conducted and submitted.

TRIP GENERATION FOR THE EXISTING VS PROPOSED ZONING DESIGNATION

The trip generation was determined using the Institute of Transportation Engineers (ITE) document, Trip Generation Manual, 11th Edition. The total daily, AM peak hour, and PM peak hour trips for the existing and proposed zoning designations are shown in **Tables 1 and 2**, respectively.

First, the existing AG&S, AC, and RES – 1 land use designations were examined. Single-Family Detached Housing (ITE land use code (LUC) 210) was the highest trip-generating use that would be permitted for each existing designation. Based on the permitted densities of 1 single family dwelling unit (SFDU) per 5 acres for AG&S, 1 SFDU per 5 acres for AC, and 4 SFDU per acre for R-1, a maximum development program of 1,055 single family dwelling units is permitted. As indicated in **Table 1**, the existing zoning for the site could generate 8,817 daily, 636 AM peak hour, and 910 PM peak hour trips.



Haw Creek	N NTS	**Location Map**	
		Project No.: 6409.01	Figure: 1

LTG Engineering & Planning

Table 1
Existing Zoning Total Trip Generation
Reserve at Haw Creek – RTIA

Time Period	Land Use	ITE LUC	Trip Rate Equation	Quantity (X)		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Single-Family Detached Housing	210	Ln(T)=0.92Ln(X)+2.68	1,055	DU	50%	50%	4,408	4,408	8,817
AM Peak Hour			Ln(T)=0.91Ln(X)+0.12			25%	75%	159	477	636
PM Peak Hour			Ln(T)=0.94Ln(X)+0.27			63%	37%	573	337	910

Next, the proposed PUD was examined. The proposed maximum land use plan for the PUD is as follows:

- Single Family Detached Housing: 4,450 Dwelling Units (DU)
- Senior Adult Housing - Single-Family: 750 DU
- Multifamily Housing (Low-Rise): 800 DU
- Multifamily Housing (Mid-Rise): 2,000 DU
- Supermarket: 58.00 KSF
- Shopping Plaza (40-150k): 85.00 KSF
- Hardware/Paint Store: 25.00 KSF
- Nursery (Garden Center): 10.00 KSF
- Convenience Store/Gas Station (VFP 9-15): 10.00 KSF
- Fast-Food Restaurant w/ Drive-Thru: 6.50 KSF
- Fast Casual Restaurant: 15.875 KSF
- Fine Dining Restaurant: 15.00 KSF
- Church: 104.50 KSF
- Drive-In Bank: 7.00 KSF
- Hotel: 135 Rooms
- General Office Building: 75.00 KSF
- Mini-Warehouse: 125.00 KSF
- Fire and Rescue Station: 35.00 KSF
- General Light Industrial: 250.00 KSF
- Outdoor Storage: 265.00 KSF
- Specialty Trade Contractor: 100.00 KSF
- Campground/Recreational Vehicle Park: 800 Pads

Table 2 presents the gross trip generation for this development program.

Due to the mixed-use nature of the development, a portion of the trips are expected to remain internal to the site, known as internal capture. Additionally, a portion of the trips known as pass-by will be attracted to the development from the existing traffic on the adjacent roadway. The internal capture and pass-by trips were calculated using the procedures outlined in Report 684 from the National Cooperative Highway Research Program (NCHRP) and the 2021 Pass-By Tables included in the *ITETripGen* Web-based App Appendices. The NCHRP internal capture calculations are attached as **Exhibit B**.

As stated in the VFTPO TIA Guidelines, in no case will an internal capture of more than 20% of the gross project trips be allowed. Therefore, the calculated total number of internal trips have been confirmed that they do not exceed the 20% limit of the gross project trips ends. Additionally, pass-by capture shall not exceed 10% of the adjacent roadway traffic if the development accesses an Florida Department of Transportation (FDOT) maintained roadway. Therefore, the total number of pass-by trips have been limited to 10% of the traffic on the adjacent roadway of SR 100 (2023 AADT = 10,100 x k-factor 0.09 x 10% = 91 trips). **Table 3** presents the resulting total net trip generation after the subtraction of internal capture and pass-by trips for this development program.

Table 2
Proposed Zoning - Gross Trip Generation
Reserve at Haw Creek – RTIA

Time Period	Land Use	Land Use Code	Trip Rate/Equation	Quantity (X)		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips (T)
Daily	Single Family Detached Housing	210	Ln(T)=0.92Ln(X)+2.68	4,450	DU	50%	50%	16,572	16,572	33,144
	Senior Adult Housing - Single-Family	251	Ln(T)=0.85Ln(X)+2.47	750	DU	50%	50%	1,642	1,643	3,285
	Multifamily Housing (Low-Rise)	220	T=6.41(X)+75.31	800	DU	50%	50%	2,601	2,602	5,203
	Multifamily Housing (Mid-Rise)	221	T=4.77(X)-46.46	2,000	DU	50%	50%	4,747	4,747	9,494
	Supermarket	850	T=83.39(X)+539.33	58.00	KSF	50%	50%	2,688	2,688	5,376
	Shopping Plaza (40-150k) (No	821	T=67.52(X)	85.00	KSF	50%	50%	2,870	2,869	5,739
	Hardware/Paint Store	816	T=8.07(X)	25.00	KSF	50%	50%	101	101	202
	Nursery (Garden Center)	817	T=68.1(X)	10.00	KSF	50%	50%	341	341	681
	Convenience Store/Gas Station (VFP	945	T=700.43(X)	10.00	KSF	50%	50%	3,502	3,502	7,004
	Fast-Food Restaurant w/ Drive-Thru	934	T=467.48(X)	6.50	KSF	50%	50%	1,520	1,519	3,039
	Fast Casual Restaurant	930	T=97.14(X)	15.875	KSF	50%	50%	771	771	1,542
	Fine Dining Restaurant	931	T=83.84(X)	15.00	KSF	50%	50%	629	629	1,258
	Church	560	T=7.6(X)	104.50	KSF	50%	50%	397	397	794
	Drive-In Bank	912	T=100.35(X)	7.00	KSF	50%	50%	351	351	702
	Hotel	310	T=10.84(X)-423.51	135	Rooms	50%	50%	520	520	1,040
	General Office Building	710	Ln(T)=0.87Ln(X)+3.05	75.00	KSF	50%	50%	452	452	903
	Mini-Warehouse	151	T=1.45(X)	125.00	KSF	50%	50%	90	91	181
	Fire and Rescue Station	575	N/A	35.00	KSF	50%	50%	0	0	NA
	General Light Industrial	110	T=3.76(X)+50.47	250.0	KSF	50%	50%	495	495	990
	Outdoor Storage*	151	T=1.45(X)	265.0	KSF	50%	50%	192	192	384
	Specialty Trade Contractor	180	T=9.82(X)	100.0	KSF	50%	50%	491	491	982
	Campground/Recreational Vehicle Park	416	N/A	800	Pads	50%	50%	0	0	NA
	Total:							**40,972**	**40,973**	**81,943**
AM Peak-Hour	Single Family Detached Housing	210	Ln(T)=0.91Ln(X)+0.12	4,450	DU	25%	75%	589	1,767	2,356
	Senior Adult Housing - Single-Family	251	Ln(T)=0.76Ln(X)+0.16	750	DU	33%	67%	59	121	180
	Multifamily Housing (Low-Rise)	220	T=0.31(X)+22.85	800	DU	24%	76%	65	206	271
	Multifamily Housing (Mid-Rise)	221	T=0.44(X)-11.61	2,000	DU	23%	77%	200	668	868
	Supermarket	850	T=2.86(X)	58.00	KSF	59%	41%	98	68	166
	Shopping Plaza (40-150k) (No	821	T=1.73(X)	85.00	KSF	62%	38%	91	56	147
	Hardware/Paint Store	816	T=0.92(X)	25.00	KSF	54%	46%	12	11	23
	Nursery (Garden Center)	817	T=2.43(X)	10.00	KSF	50%	50%	12	12	24
	Convenience Store/Gas Station (VFP	945	T=56.52(X)	10.00	KSF	50%	50%	283	282	565
	Fast-Food Restaurant w/ Drive-Thru	934	T=44.61(X)	6.50	KSF	51%	49%	148	142	290
	Fast Casual Restaurant	930	T=1.43(X)	15.875	KSF	50%	50%	11	12	23
	Fine Dining Restaurant	931	T=0.37(X)	15.00	KSF	50%	50%	3	3	6
	Church	560	T=0.37(X)-1.84	104.50	KSF	62%	38%	23	14	37
	Drive-In Bank	912	T=9.95(X)	7.00	KSF	58%	42%	41	29	70
	Hotel	310	T=0.5(X)-7.45	135	Rooms	56%	44%	34	26	60
	General Office Building	710	Ln(T)=0.86Ln(X)+1.16	75.00	KSF	88%	12%	115	16	131
	Mini-Warehouse	151	T=0.09(X)	125.00	KSF	59%	41%	6	5	11
	Fire and Rescue Station	575	N/A	35.00	KSF	N/A	N/A	0	0	0
	General Light Industrial	110	T=0.74(X)	250.0	KSF	88%	12%	163	22	185
	Outdoor Storage*	151	T=0.09(X)	265.0	KSF	59%	41%	14	10	24
	Specialty Trade Contractor	180	T=1.66(X)	100.0	KSF	74%	26%	123	43	166
	Campground/Recreational Vehicle Park	416	T=0.16(X)+2.93	800	Pads	36%	64%	47	84	131
	Total:							**2,137**	**3,597**	**5,734**
PM Peak-Hour	Single Family Detached Housing	210	Ln(T)=0.94Ln(X)+0.27	4,450	DU	63%	37%	2,218	1,303	3,521
	Senior Adult Housing - Single-Family	251	Ln(T)=0.78Ln(X)+0.20	750	DU	61%	39%	131	83	214
	Multifamily Housing (Low-Rise)	220	T=0.43(X)+20.55	800	DU	63%	37%	230	135	365
	Multifamily Housing (Mid-Rise)	221	T=0.93(X)+0.34	2,000	DU	61%	39%	1,135	725	1,860
	Supermarket	850	T=8.95(X)	58.00	KSF	50%	50%	260	259	519
	Shopping Plaza (40-150k) (No	821	T=5.19(X)	85.00	KSF	49%	51%	216	225	441
	Hardware/Paint Store	816	T=2.98(X)	25.00	KSF	46%	54%	35	41	75
	Nursery (Garden Center)	817	T=6.94(X)	10.00	KSF	50%	50%	35	35	69
	Convenience Store/Gas Station (VFP	945	T=54.52(X)	10.00	KSF	50%	50%	273	272	545
	Fast-Food Restaurant w/ Drive-Thru	934	T=33.03(X)	6.50	KSF	52%	48%	112	103	215
	Fast Casual Restaurant	930	T=12.55(X)	15.875	KSF	55%	45%	109	90	199
	Fine Dining Restaurant	931	T=7.8(X)	15.00	KSF	67%	33%	78	39	117
	Church	560	T=0.49(X)	104.50	KSF	44%	56%	22	29	51
	Drive-In Bank	912	T=21.01(X)	7.00	KSF	50%	50%	73	74	147
	Hotel	310	T=0.74(X)-27.89	135	Rooms	51%	49%	37	35	72
	General Office Building	710	Ln(T)=0.83Ln(X)+1.29	75.00	KSF	17%	83%	22	109	131
	Mini-Warehouse	151	T=0.15(X)	125.00	KSF	47%	53%	9	10	19
	Fire and Rescue Station	575	T=0.48(X)	35.00	KSF	29%	71%	5	12	17
	General Light Industrial	110	T=0.65(X)	250.0	KSF	14%	86%	23	140	163
	Outdoor Storage*	151	T=0.15(X)	265.0	KSF	47%	53%	19	21	40
	Specialty Trade Contractor	180	T=1.93(X)	100.0	KSF	32%	68%	62	131	193
	Campground/Recreational Vehicle Park	416	T=0.27(X)	800	Pads	65%	35%	140	76	216
	Total:							**5,244**	**3,947**	**9,189**

**Mini-Warehouse is used as a comparable land use*

Table 3
Proposed Zoning - Net Trip Generation
Reserve at Haw Creek – RTIA

Time Period	Land Use	Total Gross Trips			Internal Trips			Pass-by Trips			Pass-by Trips Limited*			New Net External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
AM Peak-Hour	Single Family Detached Housing	589	1,767	2,356	16	40	56	0	0	0	0	0	0	573	1,727	2,300
	Senior Adult Housing - Single-Family	59	121	180	1	3	4	0	0	0	0	0	0	58	118	176
	Multifamily Housing (Low-Rise)	65	206	271	2	4	6	0	0	0	0	0	0	63	202	265
	Multifamily Housing (Mid-Rise)	200	668	868	5	15	20	0	0	0	0	0	0	195	653	848
	Supermarket	98	68	166	10	12	22	0	0	0	0	0	0	88	56	144
	Shopping Plaza (40-150k) (No Supermarket)	91	56	147	10	10	20	0	0	0	0	0	0	81	46	127
	Hardware/Paint Store	12	11	23	1	2	3	0	0	0	0	0	0	11	9	20
	Nursery (Garden Center)	12	12	24	1	2	3	0	0	0	0	0	0	11	10	21
	Convenience Store/Gas Station (VFP 9-15)	283	282	565	31	51	82	184	184	367	36	36	72	216	195	411
	Fast-Food Restaurant w/ Drive-Thru	148	142	290	95	41	136	39	38	77	8	7	15	45	94	139
	Fast Casual Restaurant	11	12	23	7	3	10	0	0	0	0	0	0	4	9	13
	Fine Dining Restaurant	3	3	6	2	1	3	0	0	0	0	0	0	1	2	3
	Church	23	14	37	0	0	0	0	0	0	0	0	0	23	14	37
	Drive-In Bank	41	29	70	5	5	10	10	7	17	2	1	3	34	23	57
	Hotel	34	26	60	1	9	10	0	0	0	0	0	0	33	17	50
	General Office Building	115	16	131	27	14	41	0	0	0	0	0	0	88	2	90
	Mini-Warehouse	6	5	11	0	0	0	0	0	0	0	0	0	6	5	11
	Fire and Rescue Station	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	General Light Industrial	163	22	185	0	0	0	0	0	0	0	0	0	163	22	185
	Outdoor Storage*	14	10	24	0	0	0	0	0	0	0	0	0	14	10	24
	Specialty Trade Contractor	123	43	166	0	0	0	0	0	0	0	0	0	123	43	166
	Campground/Recreational Vehicle Park	47	84	131	0	0	0	0	0	0	0	0	0	47	84	131
	Total:	**2,137**	**3,597**	**5,734**	**214**	**212**	**426**	**233**	**228**	**461**	**46**	**45**	**91**	**1,877**	**3,340**	**5,217**
PM Peak-Hour	Single Family Detached Housing	2,218	1,303	3,521	171	84	255	0	0	0	0	0	0	2,047	1,219	3,266
	Senior Adult Housing - Single-Family	131	83	214	10	5	15	0	0	0	0	0	0	121	78	199
	Multifamily Housing (Low-Rise)	230	135	365	18	9	27	0	0	0	0	0	0	212	126	338
	Multifamily Housing (Mid-Rise)	1,135	725	1,860	87	46	133	0	0	0	0	0	0	1,048	679	1,727
	Supermarket	260	259	519	66	106	172	42	41	83	6	6	12	188	147	335
	Shopping Plaza (40-150k) (No Supermarket)	216	225	441	55	92	147	58	60	118	9	9	17	152	124	277
	Hardware/Paint Store	35	41	75	8	17	25	6	7	13	1	1	2	26	23	49
	Nursery (Garden Center)	35	35	69	9	14	23	0	0	0	0	0	0	26	21	47
	Convenience Store/Gas Station (VFP 9-15)	273	272	545	70	111	181	137	136	273	20	20	40	183	141	324
	Fast-Food Restaurant w/ Drive-Thru	112	103	215	59	79	138	22	20	42	3	3	6	50	21	71
	Fast Casual Restaurant	109	90	199	57	69	126	17	14	31	3	2	5	49	19	68
	Fine Dining Restaurant	78	39	117	41	29	70	14	7	21	2	1	3	35	9	44
	Church	22	29	51	0	0	0	0	0	0	0	0	0	22	29	51
	Drive-In Bank	73	74	147	19	30	49	17	17	34	3	3	5	51	41	93
	Hotel	37	35	72	26	21	47	0	0	0	0	0	0	11	14	25
	General Office Building	22	109	131	21	28	49	0	0	0	0	0	0	1	81	82
	Mini-Warehouse	9	10	19	0	0	0	0	0	0	0	0	0	9	10	19
	Fire and Rescue Station	5	12	17	0	0	0	0	0	0	0	0	0	5	12	17
	General Light Industrial	23	140	163	0	0	0	0	0	0	0	0	0	23	140	163
	Outdoor Storage*	19	21	40	0	0	0	0	0	0	0	0	0	19	21	40
	Specialty Trade Contractor	62	131	193	0	0	0	0	0	0	0	0	0	62	131	193
	Campground/Recreational Vehicle Park	140	76	216	55	32	87	0	0	0	0	0	0	85	44	129
	Total:	**5,244**	**3,947**	**9,189**	**772**	**772**	**1,544**	**313**	**302**	**615**	**46**	**45**	**91**	**4,426**	**3,130**	**7,556**

**The total number of pass-by trips have been limited to 10% of the adjacent roadway traffic (SR 100 2023 AADT = 10,100 x k-factor 0.09 x 10% = 91 trips)*

As indicated in **Table 3**, the proposed development program would generate 5,217 AM peak hour and 7,556 PM peak hour net trips.

TRIP GENERATION DIFFERENCE BETWEEN EXISTING & PROPOSED ZONING DESIGNATION

The trip difference between the existing zoning and the proposed zoning designations is determined by subtracting trips generated by the proposed designation from the trips generated by the existing designation. As indicated in **Table 4**, this results in a potential trip increase of 73,126 daily, 4,581 AM peak hour, and 6,646 PM peak hour net trips.

Table 4
Difference in Trip Generation
Reserve at Haw Creek – RTIA

	Daily	AM Peak Hour	PM Peak Hour
Existing Zoning	8,817	636	910
Proposed Zoning	81,943	5,217	7,556
Trip Difference	73,126	4,581	6,646

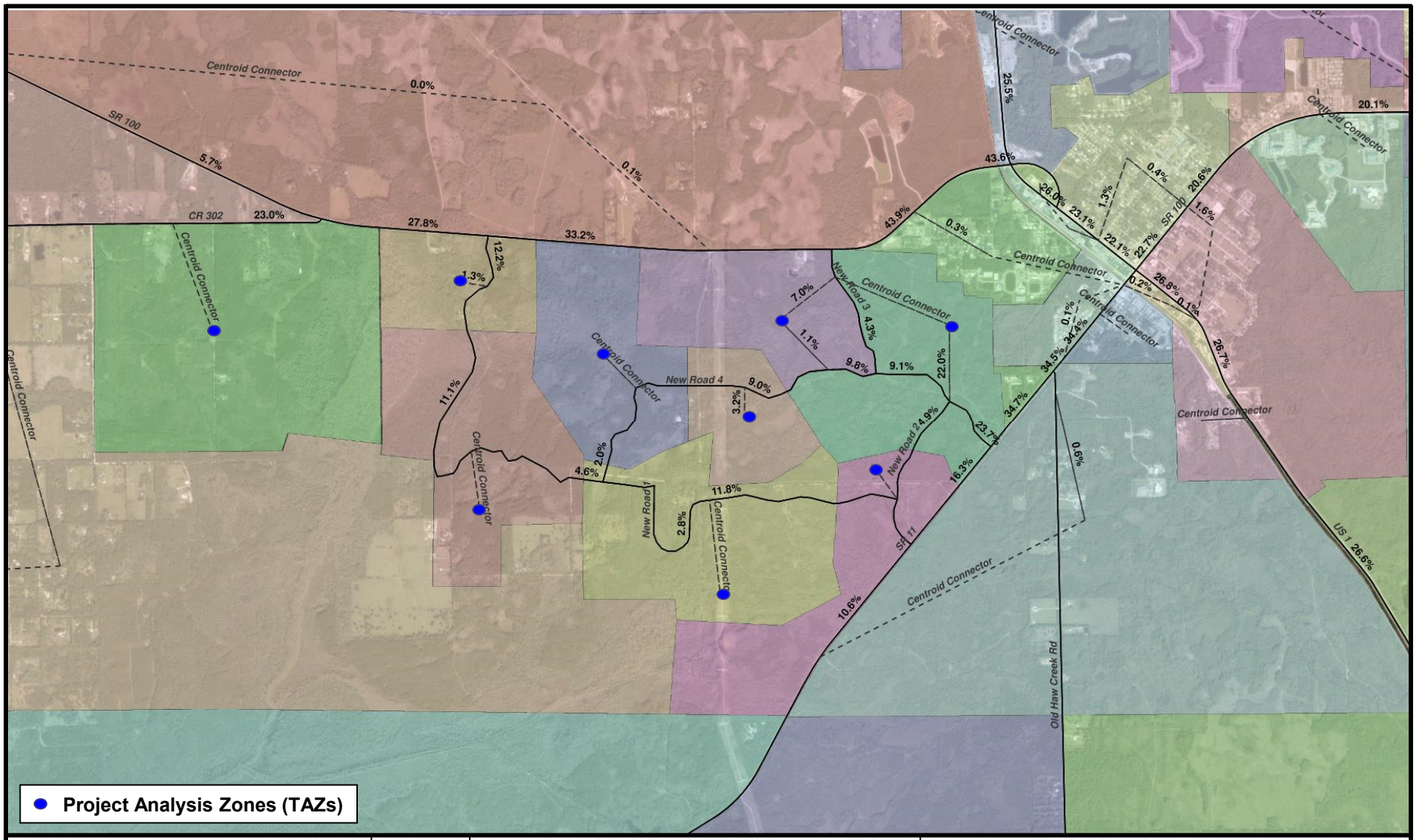
PROJECT TRIP DISTRIBUTION

The process of determining the directional flow of traffic associated with a new development is called trip distribution. The Central Florida Regional Planning Model (CFRPM7) was used to estimate the travel patterns associated with the proposed development. The resulting trip distribution used in the assessment is shown in **Figure 2**. Additional distribution printouts are included in **Exhibit C**.

STUDY AREA

Using the difference in PM peak hour trips from the existing and proposed zonings and the CFRPM7 project trip distribution, the increase in potential project trips were assigned to the roadway segments where the potential trip differential consumes 3% or more of the roadway capacity from the site location. The existing peak hour two-way capacities of the segments are based on the context classification of the roadway and the associated generalized service volume tables in the FDOT *2023 Multimodal Quality/Level of Service Handbook* and the Palm Coast Transportation Facility Status Report where applicable. The resulting segment analysis, including the number of lanes, adopted Level of Service (LOS), and corresponding peak hour two-way capacity, is summarized in **Exhibit D**. Based on the significance test, the following roadways are included in the segment analysis:

- SR 100 from Water Oak Drive to Flagler Avenue
- SR 11 from US 1 to Glenwood Road
- US 1 from Matanzas Woods Parkway to SR 40/Granada Boulevard
- CR 205 from SR 100 to CR 13
- CR 302 from CR 305 to SR 100
- CR 13 from US 1 to CR 205
- CR 305 from SR 100 to CR 110
- Belle Terre Parkway from Whiteview Parkway to SR 100
- Bulldog Drive from SR 100 to Central Avenue
- Seminole Woods Parkway from Sesame Boulevard to US 1
- Old Kings Road from SR 100 to Palm Coast City Limit
- Colbert Lane from SR 100 to Roberts Road
- Royal Palms Parkway from US 1 to Belle Terre Parkway
- Whiteview Parkway from US 1 to White Mill Drive
- Whiteview Parkway from Belle Tere Parkway to Pritchard Drive
- Matanzas Woods Parkway from US 1 to I-95
- Rymfire Drive from Royal Palms Parkway to Ravenwood Drive
- Mahogany Boulevard from CR 305 to Water Oak Road
- Central Avenue from Park Street to Bulldog Drive



Reserve at Haw Creek	N NTS	Project Trip Distribution	
		Project No.: 6409.01	Figure: 2

LTG Engineering & Planning

EXISTING SEGMENT ANALYSIS

The existing peak hour two-way operating conditions of the study area segments were examined to determine whether any existing deficiencies are currently present using the latest Average Annual Daily Traffic (AADT) counts collected by FDOT. The results of the analysis are summarized in **Table 5**. As shown in the table, the segment of SR 100 between Town Center Boulevard and I-95 is currently operating outside of the adopted LOS.

FUTURE BACKGROUND GROWTH

The historical annual growth rates for the study area roadway segments were determined using 5-years and 10-years of historical AADT and FDOT *Traffic Trends* software using the best fitted regression analysis. A minimum of 2% growth was applied. The applied growth rates used are provided in **Table 6**. The FDOT *Traffic Trends* analysis worksheets are attached as **Exhibit E**.

BUILD-OUT ROADWAY SEGMENT ANALYSIS

The PM peak hour trip generation difference between the existing and proposed zoning designations was added to the future background traffic to determine build-out traffic anticipated as a result of the project under 2035 future conditions. The 2035 future year segment analysis is summarized in **Table 7**. As shown in **Table 7**, the following segments are expected to operate outside of the adopted LOS under 2035 future conditions:

- SR 100 from CR 205 to Old Moody Boulevard
- SR 100 from Commerce Parkway to Bulldog Drive
- SR 100 from Town Center Boulevard to Old Kings Road
- SR 11 from US 1 to CR 304
- US 1 from Royal Palms Parkway to SR 11
- US 1 from Volusia/Flagler County Line to Nova Road
- CR 302 from CR 305 to SR 100
- CR 13 from US 1 to SR 205
- Belle Terre Parkway from Rymfire Drive to East Hampton Boulevard
- Old Kings Road from SR 100 to Palm Coast City Limit
- Matanzas Woods Parkway from Belle Terre Parkway to I-95
- Mahogany Boulevard from CR 305 to Water Oak Road

Table 5
Study Area Segment Analysis – Existing Conditions
Reserve at Haw Creek – RTIA

Roadway	Segment		Location ID	Jurisdiction	No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS[1]	2023 AADT[2]	Existing PM Peak-Hour Two-Way Volume[3]	Existing PM Volume Exceed Adopted LOS?
SR 100	Water Oak Dr	CR 305	0009	FDOT	2	D	1,330	5,200	468	No
	CR 305	CR 205	0009	FDOT	2	D	1,330	5,200	468	No
	CR 205	CR 302	0003	FDOT	2	D	1,330	10,100	909	No
	CR 302	Deen Rd	0003	FDOT	2	D	1,330	10,100	909	No
	Deen Rd	US 1	0003	FDOT	2	D	1,330	10,100	909	No
	US 1	Chapel St	0033	FDOT	2	D	1,710	13,900	1,251	No
	Chapel St	Old Moody Blvd	0033	FDOT	2	D	1,710	13,900	1,251	No
	Old Moody Blvd	Commerce Pkwy	0033	FDOT	4	D	3,290	13,900	1,251	No
	Commerce Pkwy	Belle Terre Blvd	0054	FDOT	4	D	3,290	16,200	1,458	No
	Belle Terre Blvd	Landing Blvd	0002	FDOT	4	D	3,290	23,000	2,070	No
	Landing Blvd	Bulldog Dr	0002	FDOT	4	D	3,290	23,000	2,070	No
	Bulldog Dr	Town Center Blvd	0002	FDOT	4	D	3,290	23,000	2,070	No
	Town Center Blvd	I-95	0006	FDOT	4	D	3,290	37,500	3,375	Yes
	I-95	Old Kings Rd	0262	FDOT	4	D	3,290	28,000	2,520	No
	Old Kings Rd	Colbert Ln	0335	FDOT	4	D	3,290	23,642	2,128	No
	Colbert Ln	Roberts Rd	1000	FDOT	4	D	3,360	17,500	1,575	No
	Roberts Rd	Lambert Ave	1000	FDOT	4	D	3,360	17,500	1,575	No
	Lambert Ave	Flagler Ave	1000	FDOT	4	D	3,360	17,500	1,575	No
SR 11	US 1	Pine Meadows Dr	5009	FDOT	2	D	1,330	7,100	639	No
	Pine Meadows Dr	CR 304	0104	FDOT	2	D	1,330	4,700	423	No
	CR 304	Volusia/Flagler Co. Line	0009	FDOT	2	D	1,330	2,700	243	No
	Volusia/Flagler Co. Line	SR 40/Granada Blvd	05237	FDOT	2	D	1,330	4,200	378	No
	SR 40/Granada Blvd	Clifton Rd	0527	FDOT	2	D	1,330	4,200	378	No
	Clifton Rd	Blackwelder Rd	0527	FDOT	2	D	1,330	4,200	378	No
	Blackwelder Rd	Arrendondo Grant Rd	0527	FDOT	2	D	1,330	4,200	378	No
	Arrendondo Grant Rd	Daugharty Rd	0527	FDOT	2	D	1,330	4,200	378	No
	Daugharty Rd	Reynolds Rd	0527	FDOT	2	D	1,330	4,200	378	No
	Reynolds Rd	CR 15A/Spring Garden Ave	0527	FDOT	2	D	1,330	4,200	378	No
	CR 15A/Spring Garden Ave	Carter Rd	0004	FDOT	2	D	1,330	7,700	693	No
	Carter Rd	Glenwood Rd	0004	FDOT	2	D	1,330	7,700	693	No
US 1	Matanzas Woods Pkwy	Palm Coast Pkwy	0102	FDOT	4	D	5,290	12,700	1,143	No
	Palm Coast Pkwy	Whiteview Pkwy	0004	FDOT	4	D	3,290	18,500	1,665	No
	Whiteview Pkwy	Otis Stone Humer Rd	0004	FDOT	4	D	3,290	18,500	1,665	No
	Otis Stone Humer Rd	Royal Palms Pkwy	0004	FDOT	4	D	3,290	18,500	1,665	No
	Royal Palms Pkwy	CR 13	0004	FDOT	4	D	3,290	18,500	1,665	No
	CR 13	SR 100	0004	FDOT	4	D	3,290	18,500	1,665	No
	SR 100	SR 11	0013	FDOT	4	D	2,980	14,700	1,323	No
	SR 11	Elm Ave	5003	FDOT	4	D	3,360	13,000	1,170	No
	Elm Ave	Belle Terre Blvd	5003	FDOT	4	D	3,360	13,000	1,170	No
	Belle Terre Blvd	CR 304	5003	FDOT	4	D	5,290	13,000	1,170	No
	CR 304	Seminole Woods Blvd	0235	FDOT	4	D	5,290	8,100	729	No
	Seminole Woods Blvd	Old Dixie Hwy	0235	FDOT	4	D	5,290	8,100	729	No
	Old Dixie Hwy	Plantation Bay Rd	0263	FDOT	4	D	5,290	13,529	1,218	No
	Plantation Bay Rd	Volusia/Flagler Co. Line	0263	FDOT	4	D	3,290	13,529	1,218	No
	Volusia/Flagler Co. Line	I-95	0536	FDOT	4	D	3,290	18,400	1,656	No
	I-95	Pine Tree Dr	0351	FDOT	4	D	3,290	25,500	2,295	No
	Pine Tree Dr	Airport Rd	0351	FDOT	4	D	3,290	25,500	2,295	No
	Airport Rd	Nova Rd	0100	FDOT	4	D	3,290	35,000	3,150	No
	Nova Rd	Wilmette Ave	1019	FDOT	4	D	3,290	19,700	1,773	No
	Wilmette Ave	SR 40/Granada Blvd	1019	FDOT	4	D	3,250	19,700	1,773	No
CR 205	SR 100	CR 13	8028	Flagler	2	D	1,330	800	72	No
CR 302	CR 305	SR 100	8019	Flagler	2	D	1,330	4,500	405	No
CR 13[4]	US 1	CR 205	-	Flagler	2	D	1,330	-	-	-
CR 305	SR 100	CR 302	8026	Flagler	2	D	1,330	800	72	No
	CR 302	Mahogany Blvd	8026	Flagler	2	D	1,330	800	72	No
	Mahogany Blvd	CR 110	8026	Flagler	2	D	1,330	800	72	No
Belle Terre Pkwy	Whiteview Pkwy	Rymfire Dr	1250	Palm Coast	4	D	3,580	28,101	2,529	No
	Rymfire Dr	Royal Palms Pkwy	1252	Palm Coast	4	D	3,580	30,109	2,710	No
	Royal Palms Pkwy	East Hampton Blvd	1254	Palm Coast	4	D	3,580	30,628	2,757	No
	East Hampton Blvd	SR 100	1260	Palm Coast	4	D	3,580	25,394	2,285	No
Bulldog Dr	SR 100	Central Ave	4300	Palm Coast	2	D	1,330	5,384	485	No
Seminole Woods Blvd	Sesame Blvd	US 1	3305	Palm Coast	2	D	2,170	6,959	626	No
Old Kings Rd	SR 100	Palm Coast City Limit	2750	Palm Coast	2	D	2,170	9,422	848	No
Colbert Ln	SR 100	Roberts Rd	3135	Palm Coast	2	D	2,170	4,289	386	No
Royal Palms Pkwy	US 1	Rymfire Dr	3200	Palm Coast	2	D	1,600	7,140	643	No
	Rymfire Dr	Belle Terre Pkwy	3210	Palm Coast	2	D	1,600	5,412	487	No
Whiteview Pkwy	US 1	White Mill Dr	3920	Palm Coast	4	D	3,580	8,964	807	No
	Belle Terre Pkwy	Pritchard Dr	3900	Palm Coast	2	D	1,600	8,277	745	No
Palm Coast Pkwy	US 1	Pine Lakes Pkwy	2800	Palm Coast	4	D	3,580	15,106	1,360	No
	Pine Lakes Pkwy	Belle Terre Pkwy	2815	Palm Coast	4	D	3,580	13,199	1,188	No
Matanzas Woods Pkwy	US 1	Belle Terre Pkwy	2400	Palm Coast	2	D	1,600	6,514	586	No
	Belle Terre Pkwy	Bird of Paradise Dr	2410	Palm Coast	2	D	1,600	10,120	911	No
	Bird of Paradise Dr	I-95	2415	Palm Coast	2	D	1,600	13,880	1,249	No
Rymfire Dr	Royal Palms Pkwy	Ravenwood Dr	3215	Palm Coast	2	D	2,170	5,606	505	No
Mahogany Blvd[4]	CR 305	Water Oak Rd	-	Palm Coast	2	D	1,330	-	-	-
Central Ave	Park St	Bulldog Dr	4440	Palm Coast	2	D	1,330	4,543	409	No

[1]Existing peak hour two-way capacities are based on the context classification of the roadway and the associated generalized service volume tables in the FDOT 2023 Multimodal Quality/Level of Service Handbook.
[2]2023 AADT obtained from FDOT Historical AADT Data reports from FDOT Traffic Online, and 2023 Historical Palm Coast AADT Transportation Report
[3]Existing PM Peak-Hour Two-Way Volume was calculated using a k-factor of 0.09.
[4]The roadways of CR 13 and Mahogany Boulevard do not have existing data available to use under existing conditions.

Table 6
Applied Growth Rates
Reserve at Haw Creek – RTIA

Roadway	Segment		Historical Average Annual Growth Rate				Applied Annual Growth Rate
			5 Year		10 Year		
			R^2	Growth	R^2	Growth	
SR 100	Water Oak Dr	CR 305	91.00%	4.25%	92.30%	3.17%	3.17%
	CR 305	CR 205	91.00%	4.25%	92.30%	3.17%	3.17%
	CR 205	CR 302	68.00%	2.69%	90.70%	2.92%	2.92%
	CR 302	Deen Rd	68.00%	2.69%	90.70%	2.92%	2.92%
	Deen Rd	US 1	68.00%	2.69%	90.70%	2.92%	2.92%
	US 1	Chapel St	36.00%	1.96%	6.20%	0.39%	2.00%
	Chapel St	Old Moody Blvd	36.00%	1.96%	6.20%	0.39%	2.00%
	Old Moody Blvd	Commerce Pkwy	36.00%	1.96%	6.20%	0.39%	2.00%
	Commerce Pkwy	Belle Terre Blvd	76.10%	6.43%	13.40%	2.15%	6.43%
	Belle Terre Blvd	Landing Blvd	11.00%	1.08%	38.20%	1.11%	2.00%
	Landing Blvd	Bulldog Dr	11.00%	1.08%	38.20%	1.11%	2.00%
	Bulldog Dr	Town Center Blvd	11.00%	1.08%	38.20%	1.11%	2.00%
	Town Center Blvd	I-95	69.20%	4.11%	75.30%	2.86%	2.86%
	I-95	Old Kings Rd	2.50%	-0.37%	13.30%	0.93%	2.00%
	Old Kings Rd	Colbert Ln	97.20%	2.62%	76.40%	1.54%	2.62%
	Colbert Ln	Roberts Rd	44.20%	1.92%	3.40%	-0.33%	2.00%
	Roberts Rd	Lambert Ave	44.20%	1.92%	3.40%	-0.33%	2.00%
	Lambert Ave	Flagler Ave	44.20%	1.92%	3.40%	-0.33%	2.00%
SR 11	US 1	Pine Meadows Dr	71.50%	5.68%	80.00%	3.41%	3.41%
	Pine Meadows Dr	CR 304	79.30%	5.43%	94.40%	4.35%	4.35%
	CR 304	Volusia/Flagler Co. Line	2.50%	1.30%	48.00%	2.53%	2.00%
	Volusia/Flagler Co. Line	SR 40/Granada Blvd	50.00%	1.42%	82.10%	2.98%	2.98%
	SR 40/Granada Blvd	Clifton Rd	50.00%	1.42%	82.10%	2.98%	2.98%
	Clifton Rd	Blackwelder Rd	50.00%	1.42%	82.10%	2.98%	2.98%
	Blackwelder Rd	Arrendondo Grant Rd	50.00%	1.42%	82.10%	2.98%	2.98%
	Arrendondo Grant Rd	Daugharty Rd	50.00%	1.42%	82.10%	2.98%	2.98%
	Daugharty Rd	Reynolds Rd	50.00%	1.42%	82.10%	2.98%	2.98%
	Reynolds Rd	CR 15A/Spring Garden Ave	50.00%	1.42%	82.10%	2.98%	2.98%
	CR 15A/Spring Garden Ave	Carter Rd	68.00%	3.56%	18.90%	1.03%	2.00%
	Carter Rd	Glenwood Rd	68.00%	3.56%	18.90%	1.03%	2.00%
US 1	Matanzas Woods Pkwy	Palm Coast Pkwy	54.60%	1.21%	84.60%	2.30%	2.30%
	Palm Coast Pkwy	Whiteview Pkwy	46.30%	1.15%	57.90%	0.88%	2.00%
	Whiteview Pkwy	Otis Stone Humer Rd	46.30%	1.15%	57.90%	0.88%	2.00%
	Otis Stone Humer Rd	Royal Palms Pkwy	46.30%	1.15%	57.90%	0.88%	2.00%
	Royal Palms Pkwy	CR 13	46.30%	1.15%	57.90%	0.88%	2.00%
	CR 13	SR 100	46.30%	1.15%	57.90%	0.88%	2.00%
	SR 100	SR 11	75.20%	-7.02%	1.10%	0.36%	2.00%
	SR 11	Elm Ave	56.90%	1.30%	72.20%	0.98%	2.00%
	Elm Ave	Belle Terre Blvd	56.90%	1.30%	72.20%	0.98%	2.00%
	Belle Terre Blvd	CR 304	56.90%	1.30%	72.20%	0.98%	2.00%
	CR 304	Seminole Woods Blvd	59.50%	-13.81%	15.00%	-2.12%	2.00%
	Seminole Woods Blvd	Old Dixie Hwy	59.50%	-13.81%	15.00%	-2.12%	2.00%
	Old Dixie Hwy	Plantation Bay Rd	13.90%	0.83%	53.70%	1.20%	2.00%
	Plantation Bay Rd	Volusia/Flagler Co. Line	13.90%	0.83%	53.70%	1.20%	2.00%
	Volusia/Flagler Co. Line	I-95	0.00%	0.00%	78.50%	2.27%	2.27%
	I-95	Pine Tree Dr	92.00%	1.78%	76.40%	1.45%	2.00%
	Pine Tree Dr	Airport Rd	92.00%	1.78%	76.40%	1.45%	2.00%
	Airport Rd	Nova Rd	56.30%	2.21%	90.30%	2.58%	2.58%
	Nova Rd	Wilmette Ave	92.00%	0.42%	49.00%	0.88%	2.00%
	Wilmette Ave	SR 40/Granada Blvd	92.00%	0.42%	49.00%	0.88%	2.00%
CR 205	SR 100	CR 13	50.00%	3.13%	80.50%	5.56%	5.56%
CR 302	CR 305	SR 100	31.60%	3.66%	47.00%	2.08%	2.00%
CR 13	US 1	CR 205	-	-	-	-	2.00%
CR 305	SR 100	CR 302	50.00%	3.13%	84.60%	3.70%	3.70%
	CR 302	Mahogany Blvd	50.00%	3.13%	84.60%	3.70%	3.70%
	Mahogany Blvd	CR 110	50.00%	3.13%	84.60%	3.70%	3.70%
Belle Terre Pkwy	Whiteview Pkwy	Rymfire Dr	66.30%	3.92%	77.10%	2.49%	2.49%
	Rymfire Dr	Royal Palms Pkwy	76.90%	3.60%	74.20%	1.97%	3.60%
	Royal Palms Pkwy	East Hampton Blvd	70.20%	4.08%	77.10%	2.49%	2.49%
	East Hampton Blvd	SR 100	26.20%	3.09%	45.40%	2.09%	2.00%
Bulldog Dr	SR 100	Central Ave	90.80%	11.11%	83.80%	6.57%	11.11%
Seminole Woods Blvd	Sesame Blvd	US 1	99.80%	5.24%	94.20%	3.43%	5.24%
Old Kings Rd	SR 100	Palm Coast City Limit	82.60%	13.08%	7.20%	-2.21%	13.08%
Colbert Ln	SR 100	Roberts Rd	0.64%	0.63%	6.00%	-0.42%	2.00%
Royal Palms Pkwy	US 1	Rymfire Dr	96.80%	3.17%	69.50%	1.31%	3.17%
	Rymfire Dr	Belle Terre Pkwy	40.90%	4.02%	1.20%	-0.31%	2.00%
Whiteview Pkwy	US 1	White Mill Dr	95.00%	6.82%	90.30%	4.12%	6.82%
	Belle Terre Pkwy	Pritchard Dr	56.40%	15.46%	0.40%	-0.65%	2.00%
Palm Coast Pkwy	US 1	Pine Lakes Pkwy	84.20%	3.55%	92.90%	2.69%	2.69%
	Pine Lakes Pkwy	Belle Terre Pkwy	87.90%	8.20%	9.40%	1.05%	8.20%
Matanzas Woods Pkwy	US 1	Belle Terre Pkwy	98.70%	8.59%	52.00%	3.59%	8.59%
	Belle Terre Pkwy	Bird of Paradise Dr	82.90%	6.60%	91.90%	5.56%	5.56%
	Bird of Paradise Dr	I-95	6.10%	-0.18%	-	-	2.00%
Rymfire Dr	Royal Palms Pkwy	Ravenwood Dr	92.30%	7.72%	64.80%	3.23%	7.72%
Mahogany Blvd	CR 305	Water Oak Rd	-	-	-	-	2.00%
Central Ave	Park St	Bulldog Dr	47.20%	6.00%	80.40%	5.21%	5.21%

Table 7
Study Area Segment Analysis – 2035 Future Conditions
Reserve at Haw Creek – RTIA

Roadway	Segment		Location ID	Jurisdiction	No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	Existing PM Peak-Hour Two-Way Volume	Applied Growth Rate	2035 Total Background Volume	Background PM Volume Exceed Adopted LOS?	Project Distribution	Peak Hour Trip Differential	2035 Total Build-Out Volume	2035 Build-Out Volume Exceed Adopted LOS?
SR 100	Water Oak Dr	CR 305	0009	FDOT	2	D	1,330	468	3.17%	646	No	1.2%	80	726	No
	CR 305	CR 205	0009	FDOT	2	D	1,330	468	3.17%	646	No	5.0%	332	978	No
	CR 205	CR 302	0003	FDOT	2	D	1,330	909	2.92%	1,228	No	5.7%	379	1,607	Yes
	CR 302	Deen Rd	0003	FDOT	2	D	1,330	909	2.92%	1,228	No	33.2%	2,206	3,434	Yes
	Deen Rd	US 1	0003	FDOT	2	D	1,330	909	2.92%	1,228	No	43.9%	2,918	4,146	Yes
	US 1	Chapel St	0033	FDOT	2	D	1,710	1,251	2.00%	1,551	No	22.7%	1,509	3,060	Yes
	Chapel St	Old Moody Blvd	0033	FDOT	2	D	1,710	1,251	2.00%	1,551	No	20.6%	1,369	2,920	Yes
	Old Moody Blvd	Commerce Pkwy	0033	FDOT	4	D	3,290	1,251	2.00%	1,551	No	20.1%	1,336	2,887	No
	Commerce Pkwy	Belle Terre Blvd	0054	FDOT	4	D	3,290	1,458	6.43%	2,583	No	20.1%	1,336	3,919	Yes
	Belle Terre Blvd	Landing Blvd	0002	FDOT	4	D	3,290	2,070	2.00%	2,567	No	14.1%	937	3,504	Yes
	Landing Blvd	Bulldog Dr	0002	FDOT	4	D	3,290	2,070	2.00%	2,567	No	13.8%	917	3,484	Yes
	Bulldog Dr	Town Center Blvd	0002	FDOT	4	D	3,290	2,070	2.00%	2,567	No	10.1%	671	3,238	No
	Town Center Blvd	I-95	0006	FDOT	4	D	3,290	3,375	2.86%	4,533	Yes	7.5%	498	5,031	Yes
	I-95	Old Kings Rd	0262	FDOT	4	D	3,290	2,520	2.00%	3,125	No	7.1%	472	3,597	Yes
	Old Kings Rd	Colbert Ln	0335	FDOT	4	D	3,290	2,128	2.62%	2,797	No	4.7%	312	3,109	No
	Colbert Ln	Roberts Rd	1000	FDOT	4	D	3,360	1,575	2.00%	1,953	No	3.1%	206	2,159	No
	Roberts Rd	Lambert Ave	1000	FDOT	4	D	3,360	1,575	2.00%	1,953	No	1.8%	120	2,073	No
	Lambert Ave	Flagler Ave	1000	FDOT	4	D	3,360	1,575	2.00%	1,953	No	1.6%	106	2,059	No
SR 11	US 1	Pine Meadows Dr	5009	FDOT	2	D	1,330	639	3.41%	900	No	34.5%	2,293	3,193	Yes
	Pine Meadows Dr	CR 304	0104	FDOT	2	D	1,330	423	4.35%	644	No	34.7%	2,306	2,950	Yes
	CR 304	Volusia/Flagler Co. Line	0009	FDOT	2	D	1,330	243	2.00%	301	No	9.9%	658	959	No
	Volusia/Flagler Co. Line	SR 40/Granada Blvd	05237	FDOT	2	D	1,330	378	2.98%	513	No	9.9%	658	1,171	No
	SR 40/Granada Blvd	Clifton Rd	0527	FDOT	2	D	1,330	378	2.98%	513	No	7.4%	492	1,005	No
	Clifton Rd	Blackwelder Rd	0527	FDOT	2	D	1,330	378	2.98%	513	No	7.4%	492	1,005	No
	Blackwelder Rd	Arrendondo Grant Rd	0527	FDOT	2	D	1,330	378	2.98%	513	No	7.4%	492	1,005	No
	Arrendondo Grant Rd	Daugharty Rd	0527	FDOT	2	D	1,330	378	2.98%	513	No	7.0%	465	978	No
	Daugharty Rd	Reynolds Rd	0527	FDOT	2	D	1,330	378	2.98%	513	No	6.1%	405	918	No
	Reynolds Rd	CR 15A/Spring Garden Ave	0527	FDOT	2	D	1,330	378	2.98%	513	No	6.1%	405	918	No
	CR 15A/Spring Garden Ave	Carter Rd	0004	FDOT	2	D	1,330	693	2.00%	859	No	5.0%	332	1,191	No
	Carter Rd	Glenwood Rd	0004	FDOT	2	D	1,330	693	2.00%	859	No	4.3%	286	1,145	No
US 1	Matanzas Woods Pkwy	Palm Coast Pkwy	0102	FDOT	4	D	5,290	1,143	2.30%	1,458	No	5.4%	359	1,817	No
	Palm Coast Pkwy	Whiteview Pkwy	0004	FDOT	4	D	3,290	1,665	2.00%	2,065	No	12.4%	824	2,889	No
	Whiteview Pkwy	Otis Stone Humer Rd	0004	FDOT	4	D	3,290	1,665	2.00%	2,065	No	13.4%	891	2,956	No
	Otis Stone Humer Rd	Royal Palms Pkwy	0004	FDOT	4	D	3,290	1,665	2.00%	2,065	No	15.4%	1,023	3,088	No
	Royal Palms Pkwy	CR 13	0004	FDOT	4	D	3,290	1,665	2.00%	2,065	No	21.0%	1,396	3,461	Yes
	CR 13	SR 100	0004	FDOT	4	D	3,290	1,665	2.00%	2,065	No	25.0%	1,661	3,726	Yes
	SR 100	SR 11	0013	FDOT	4	D	2,980	1,323	2.00%	1,641	No	23.1%	1,535	3,176	Yes
	SR 11	Elm Ave	5003	FDOT	4	D	3,360	1,170	2.00%	1,451	No	26.7%	1,774	3,225	No
	Elm Ave	Belle Terre Blvd	5003	FDOT	4	D	3,360	1,170	2.00%	1,451	No	25.9%	1,721	3,172	No
	Belle Terre Blvd	CR 304	5003	FDOT	4	D	5,290	1,170	2.00%	1,451	No	25.0%	1,661	3,112	No
	CR 304	Seminole Woods Blvd	0235	FDOT	4	D	5,290	729	2.00%	904	No	24.8%	1,648	2,552	No
	Seminole Woods Blvd	Old Dixie Hwy	0235	FDOT	4	D	5,290	729	2.00%	904	No	22.6%	1,502	2,406	No
	Old Dixie Hwy	Plantation Bay Rd	0263	FDOT	4	D	5,290	1,218	2.00%	1,510	No	19.1%	1,269	2,779	No
	Plantation Bay Rd	Volusia/Flagler Co. Line	0263	FDOT	4	D	3,290	1,218	2.00%	1,510	No	18.6%	1,236	2,746	No
	Volusia/Flagler Co. Line	I-95	0536	FDOT	4	D	3,290	1,656	2.27%	2,107	No	18.6%	1,236	3,343	Yes
	I-95	Pine Tree Dr	0351	FDOT	4	D	3,290	2,295	2.00%	2,846	No	8.8%	585	3,431	Yes
	Pine Tree Dr	Airport Rd	0351	FDOT	4	D	3,290	2,295	2.00%	2,846	No	6.9%	459	3,305	Yes
	Airport Rd	Nova Rd	0100	FDOT	4	D	3,290	3,150	2.58%	4,125	Yes	4.9%	326	4,451	Yes
	Nova Rd	Wilmette Ave	1019	FDOT	4	D	3,290	1,773	2.00%	2,199	No	2.6%	173	2,372	No
	Wilmette Ave	SR 40/Granada Blvd	1019	FDOT	4	D	3,250	1,773	2.00%	2,199	No	2.4%	160	2,359	No
CR 205	SR 100	CR 13	8028	Flagler	2	D	1,330	72	5.56%	120	No	0.9%	60	180	No
CR 302	CR 305	SR 100	8019	Flagler	2	D	1,330	405	2.00%	502	No	23.0%	1,529	2,031	Yes
CR 13[1]	US 1	CR 205	-	Flagler	2	D	1,330	-	2.00%	3,481	Yes	3.1%	206	3,687	Yes
CR 305	SR 100	CR 302	8026	Flagler	2	D	1,330	72	3.70%	104	No	4.0%	266	370	No
	CR 302	Mahogany Blvd	8026	Flagler	2	D	1,330	72	3.70%	104	No	8.1%	538	642	No
	Mahogany Blvd	CR 110	8026	Flagler	2	D	1,330	72	3.70%	104	No	2.1%	140	244	No
Belle Terre Pkwy	Whiteview Pkwy	Rymfire Dr	1250	Palm Coast	4	D	3,580	2,529	2.49%	3,285	No	2.3%	153	3,438	No
	Rymfire Dr	Royal Palms Pkwy	1252	Palm Coast	4	D	3,580	2,710	3.60%	3,880	Yes	2.9%	193	4,073	Yes
	Royal Palms Pkwy	East Hampton Blvd	1254	Palm Coast	4	D	3,580	2,757	2.49%	3,580	Yes	2.4%	160	3,740	Yes
	East Hampton Blvd	SR 100	1260	Palm Coast	4	D	3,580	2,285	2.00%	2,834	No	1.9%	126	2,960	No
Bulldog Dr	SR 100	Central Ave	4300	Palm Coast	2	D	1,330	485	11.11%	1,131	No	1.8%	120	1,251	No
Seminole Woods Blvd	Sesame Blvd	US 1	3305	Palm Coast	2	D	2,170	626	5.24%	1,020	No	1.8%	120	1,140	No
Old Kings Rd	SR 100	Palm Coast City Limit	2750	Palm Coast	2	D	2,170	848	13.08%	2,179	Yes	0.8%	53	2,232	Yes
Colbert Ln	SR 100	Roberts Rd	3135	Palm Coast	2	D	2,170	386	2.00%	479	No	1.6%	106	585	No
Royal Palms Pkwy	US 1	Rymfire Dr	3200	Palm Coast	2	D	1,600	643	3.17%	887	No	5.7%	379	1,266	No
	Rymfire Dr	Belle Terre Pkwy	3210	Palm Coast	2	D	1,600	487	2.00%	604	No	1.9%	126	730	No

[1] *For the roadway segments of CR 13 and Mahogany Boulevard, the background volume was derived from the CFRPM, multiplied against the MOCF (0.95) and k-factor (0.09) in order to determine the 2035 PM peak-hour volumes.*

Table 7 (continued)
Study Area Segment Analysis – 2035 Future Conditions
Reserve at Haw Creek – RTIA

Roadway	Segment		Location ID	Jurisdiction	No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	Existing PM Peak-Hour Two-Way Volume	Applied Growth Rate	2035 Total Background Volume	Background PM Volume Exceed Adopted LOS?	Project Distribution	Peak Hour Trip Differential	2035 Total Build-Out Volume	2035 Build-Out Volume Exceed Adopted LOS?
Whiteview Pkwy	US 1	White Mill Dr	3920	Palm Coast	4	D	3,580	807	6.82%	1,467	No	3.0%	199	1,666	No
	Belle Terre Pkwy	Pritchard Dr	3900	Palm Coast	2	D	1,600	745	2.00%	924	No	1.1%	73	997	No
Palm Coast Pkwy	US 1	Pine Lakes Pkwy	2800	Palm Coast	4	D	3,580	1,360	2.69%	1,798	No	5.7%	379	2,177	No
	Pine Lakes Pkwy	Belle Terre Pkwy	2815	Palm Coast	4	D	3,580	1,188	8.20%	2,357	No	3.6%	239	2,596	No
Matanzas Woods Pkwy	US 1	Belle Terre Pkwy	2400	Palm Coast	2	D	1,600	586	8.59%	1,191	No	1.8%	120	1,311	No
	Belle Terre Pkwy	Bird of Paradise Dr	2410	Palm Coast	2	D	1,600	911	5.56%	1,518	No	1.5%	100	1,618	Yes
	Bird of Paradise Dr	I-95	2415	Palm Coast	2	D	1,600	1,249	2.00%	1,549	No	1.1%	73	1,622	Yes
Rymfire Dr	Royal Palms Pkwy	Ravenwood Dr	3215	Palm Coast	2	D	2,170	505	7.72%	972	No	3.7%	246	1,218	No
Mahogany Blvd[1]	CR 305	Water Oak Rd	-	Palm Coast	2	D	1,330	-	2.00%	5,636	Yes	6.0%	399	6,035	Yes
Central Ave	Park St	Bulldog Dr	4440	Palm Coast	2	D	1,330	409	5.21%	664	No	1.2%	80	744	No

[1]For the roadway segments of CR 13 and Mahogany Boulevard, the background volume was derived from the CFRPM, multiplied against the MOCF (0.95) and k-factor (0.09) in order to determine the 2035 PM peak-hour volumes.

CRITICAL INTERSECTIONS

At the request of the local governmental agencies, roadway corridors that were identified to have deficiencies due to project traffic, based on the results of the segment analysis, for intersections within those areas to be identified as critical that may require additional monitoring for potential improvement due to the increase in project traffic associated with the rezoning request. The list of intersections is provided below and is in addition to any proposed access locations on SR 100 and SR 11, and any intersections identified as significant through the transportation concurrency process/analysis for each phase. The deficient roadway segments and intersections identified within the study area to be monitored are graphically shown in **Exhibit F**.

- SR 100 at N. State Street
- SR 11/SR 00 at US-1/N. State Street
- US-1 at CR 13
- US-1 at Royal Palms Parkway
- SR 100 at CR 302
- SR 100 at Old Kings Road

CONCLUSION

This traffic analysis was conducted to evaluate the impact of the proposed change to the zoning designation from a 2,786.28-acre property from 2,655 acres of Agriculture & Silviculture (AG&S), 0.28 acres of Agriculture (Flagler) (AC), and 131 acres of Residential-1 (RES – 1) to 2,786.28 acres of Planned Unit Development (PUD). The existing and proposed zoning for the property was evaluated using allowable maximum development criteria under each designation. The proposed zoning would result in a potential daily trip increase of 73,126 daily, 4,581 AM peak hour, and 6,646 PM peak hour trips.

Based on the roadway segment analysis under 2035 future conditions, the following segments are expected to operate outside of the adopted LOS under 2035 future conditions:

- SR 100 from CR 205 to Old Moody Boulevard
- SR 100 from Commerce Parkway to Bulldog Drive
- SR 100 from Town Center Boulevard to Old Kings Road
- SR 11 from US 1 to CR 304
- US 1 from Royal Palms Parkway to SR 11
- US 1 from Volusia/Flagler County Line to Nova Road
- CR 302 from CR 305 to SR 100
- Belle Terre Parkway from Rymfire Drive to East Hampton Boulevard
- Old Kings Road from SR 100 to Palm Coast City Limit
- Matanzas Woods Parkway from Belle Terre Parkway to I-95

At the request of the reviewing agencies, roadway corridors were identified based on the results of the segment analysis to identify intersections that may require additional monitoring for potential improvement identification. The following roadway corridors are recommended for additional monitoring:

- SR 100 at N. State Street
- SR 11/SR 00 at US-1/N. State Street
- US-1 at CR 13
- US-1 at Royal Palms Parkway
- SR 100 at CR 302
- SR 100 at Old Kings Road

This analysis indicates there are multiple potential roadway deficiencies associated with the addition of potential trips associated with the proposed rezoning. Transportation concurrency and any mitigation strategies required to offset anticipated impacts due to buildout of the project will be assessed at the time of the final site plan application.

Exhibits:

- A – Conceptual Site Plan
- B – NCHRP Report 684
- C – Additional CFRPM Model Printouts
- D – Roadway Significance Test
- E – FDOT *Traffic Trends* Summary Sheets
- F – Intersection Corridor Identification

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

Prepared by:
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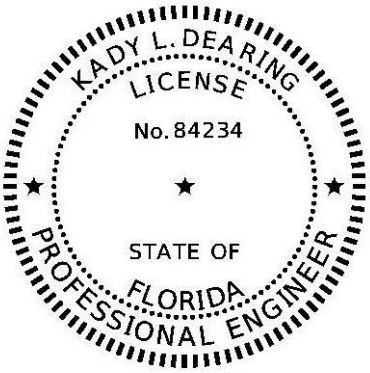
1450 W. Granada Blvd, Suite 2
Ormond Beach, FL 32174
Certificate of Authorization 9227
386/257-2571



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Kady L Dearing

Digitally signed by Kady L Dearing
DN: CN=Kady L Dearing, dnQualifier=A01410D0000018126112342000277B9, O=LASSITER TRANSPORTATION GROUP INC, C=US
Date: 2025.05.01 11:34:57-04'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

LTG, INC.
1450 W. GRANADA BLVD, SUITE 2
ORMOND BEACH, FL 32174
CERTIFICATE OF AUTHORIZATION 9227
KADY L. DEARING, P.E. NO. 84234

LTG Engineering & Planning

EXHIBIT A

Conceptual Site Plan

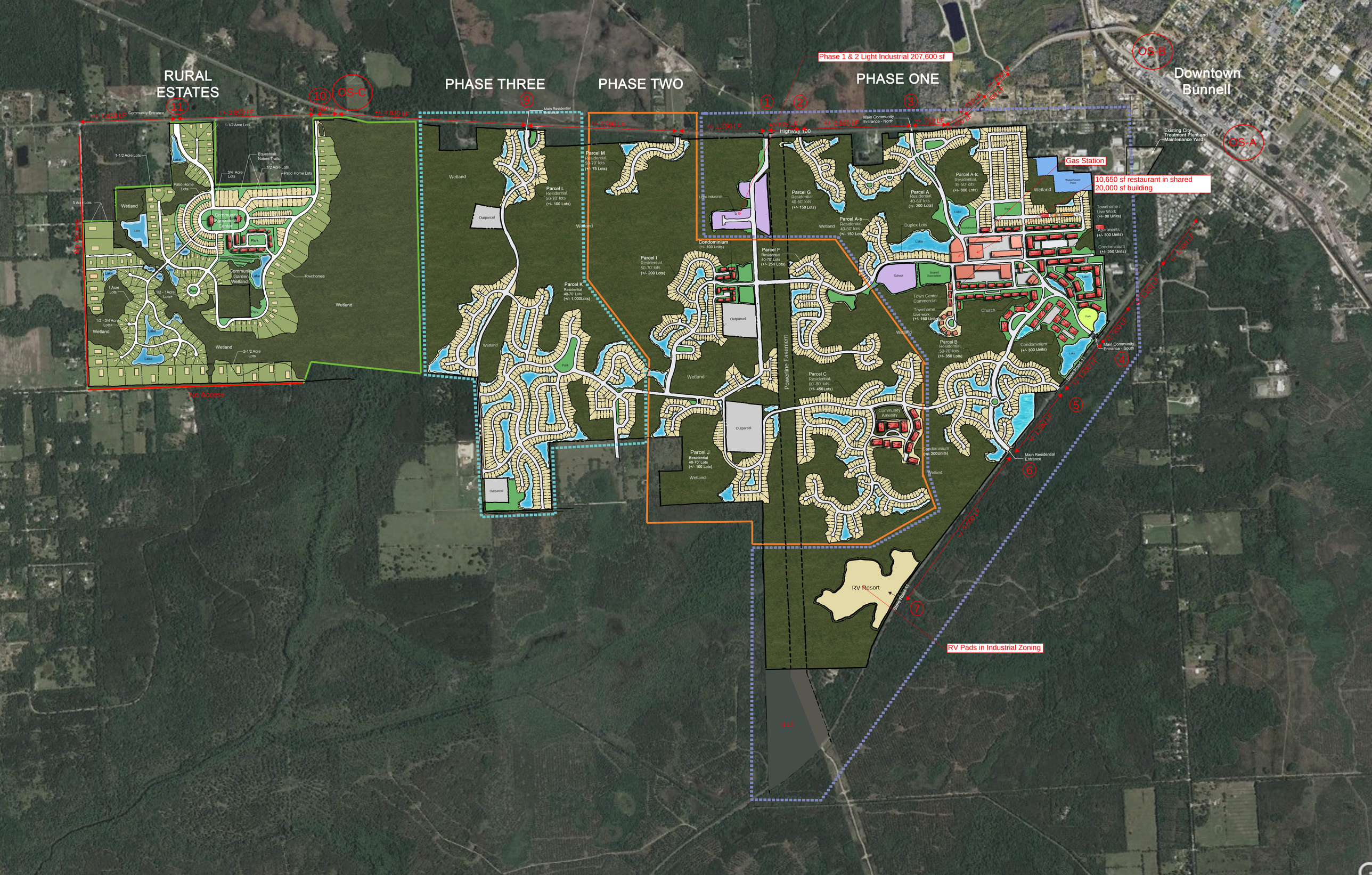

RURAL ESTATES
PHASE THREE
PHASE TWO
PHASE ONE
Downtown Bunnell
Phase 1 & 2 Light Industrial 207,600 sf
OS-A
OS-B
OS-C
Gas Station
10,650 sf restaurant in shared 20,000 sf building
Existing City Treatment Plant and Maintenance Yard
Highway 100
Main Community Entrance - North
Main Community Entrance - South
Main Residential Entrance
Community Entrance
Powerline Easement
RV Resort
RV Pads in Industrial Zoning
No Access
N.I.C.
Parcel L Residential 50-70' lots (+/- 100 Lots)
Parcel M Residential 50-70' lots (+/- 75 Lots)
Parcel K Residential 40-70' Lots (+/- 1,000Lots)
Parcel I Residential 50-70' lots (+/- 200 Lots)
Parcel F Residential 40-70' Lots (+/- 250 Lots)
Parcel G Residential 40-60' lots (+/- 150 Lots)
Parcel A-s Residential 40-60' lots (+/- 150 Lots)
Parcel A Residential 40-60' lots (+/- 200 Lots)
Parcel A-tc Residential 35-50' lots (+/- 600 Lots)
Parcel B Residential 50-70' lots (+/- 350 Lots)
Parcel C Residential 60-80' lots (+/- 450 Lots)
Parcel J Residential 40-70' Lots (+/- 100 Lots)
Condominium (+/- 100 Units)
Condominium (+/- 300 Units)
Condominium (+/- 200Units)
Condominium (+/- 350 Units)
Townhome / Live Work (+/- 80 Units)
Apartments (+/- 300 Units)
Town Center Commercial
Townhome Live work (+/- 160 Units)
Duplex Lots
Light Industrial
Community Amenity
Community Agricultural Center
Community Garden Wetland
Equestrian Nature Trails
1-1/2 Acre Lots
1/2 Acre Lots
3/4 Acre Lots
Patio Home Lots
5 Acre Lots
1 Acre Lots
1/2 - 1Acre Lots
1/2 - 3/4 Acre Lots
2-1/2 Acre Lots
Townhomes
Wetland
Lake
Park
Outparcel
School
Shared Recreation
Church
Water/Sewer Plant
Asphalt
+/- 2,850 LF
+/- 2,808 LF
+/- 4,020 LF
+/- 5,900 LF
+/- 1,750 LF
+/- 2,285 LF
+/- 750 LF
+/- 1,260 LF
+/- 1,260 LF
+/- 2,900 LF
+/- 1,230 LF
+/- 2,580 LF
+/- 3,900 LF

EXHIBIT B

NCHRP 684 Reports

NCHRP 8-51 Internal Trip Capture Estimation Tool			
Project Name:	6409 Reserve at Haw Creek	**Organization:**	LTG, Inc.
Project Location:	Bunnell	**Performed By:**	ACP/KAF
Scenario Description:		**Date:**	12/11/2024
Analysis Year:	2024	**Checked By:**	
Analysis Period:	**AM Peak Hour**	**Date:**	

Table 1-A: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office	710	75	KSF	131	115	16
Retail	1, 816, 817, 9	195	KSF	995	537	458
Restaurant	934, 930, 931	37	KSF	319	162	157
Cinema/Entertainment	416	800	Pads	131	47	84
Residential	0, 251, 220, 2	8,000	DU	3675	913	2762
Hotel	310	135	Rooms	60	34	26
All Other Land Uses[2]				0		
Total				5311	1808	3503

Table 2-A: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.	% Transit	% Non-Motorized	Veh. Occ.	% Transit	% Non-Motorized
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						
All Other Land Uses[2]						

Table 3-A: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-A: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		4	10	0	0	0
Retail	5		60	0	18	0
Restaurant	16	22		0	6	1
Cinema/Entertainment	0	0	0		0	0
Residential	3	28	32	0		0
Hotel	3	4	2	0	0	

Table 5-A: Computations Summary

	Total	Entering	Exiting
All Person-Trips	5,311	1,808	3,503
Internal Capture Percentage	8%	12%	6%
External Vehicle-Trips[3]	4,883	1,594	3,289
External Transit-Trips[4]	0	0	0
External Non-Motorized Trips[4]	0	0	0

Table 6-A: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	23%	88%
Retail	11%	18%
Restaurant	64%	29%
Cinema/Entertainment	0%	0%
Residential	3%	2%
Hotel	3%	35%

[1]Land Use Codes (LUCs) from *Trip Generation Informational Report*, published by the Institute of Transportation Engineers.

[2]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

[3]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A

[4]Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas Transportation Institute

Project Name:	6409 Reserve at Haw Creek
Analysis Period:	**AM Peak Hour**

Table 7-A: Conversion of Vehicle-Trip Ends to Person-Trip Ends

Land Use	Table 7-A (D): Entering Trips			Table 7-A (O): Exiting Trips		
	Veh. Occ.	Vehicle-Trips	Person-Trips*	Veh. Occ.	Vehicle-Trips	Person-Trips*
Office	1.00	115	115	1.00	16	16
Retail	1.00	537	537	1.00	458	458
Restaurant	1.00	162	162	1.00	157	157
Cinema/Entertainment	1.00	47	47	1.00	84	84
Residential	1.00	913	913	1.00	2762	2762
Hotel	1.00	34	34	1.00	26	26

Table 8-A (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		4	10	0	0	0
Retail	133		60	0	64	0
Restaurant	49	22		0	6	5
Cinema/Entertainment	0	0	0		0	0
Residential	55	28	552	0		0
Hotel	20	4	2	0	0	

Table 8-A (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		172	37	0	0	0
Retail	5		81	0	18	0
Restaurant	16	43		0	46	1
Cinema/Entertainment	0	0	0		0	0
Residential	3	91	32	0		0
Hotel	3	21	10	0	0	

Table 9-A (D): Internal and External Trips Summary (Entering Trips)

Destination Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	Non-Motorized[2]
Office	27	88	115	88	0	0
Retail	58	479	537	479	0	0
Restaurant	104	58	162	58	0	0
Cinema/Entertainment	0	47	47	47	0	0
Residential	24	889	913	889	0	0
Hotel	1	33	34	33	0	0
All Other Land Uses[3]	0	0	0	0	0	0

Table 9-A (O): Internal and External Trips Summary (Exiting Trips)

Origin Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	Non-Motorized[2]
Office	14	2	16	2	0	0
Retail	83	375	458	375	0	0
Restaurant	45	112	157	112	0	0
Cinema/Entertainment	0	84	84	84	0	0
Residential	63	2699	2762	2699	0	0
Hotel	9	17	26	17	0	0
All Other Land Uses[3]	0	0	0	0	0	0

[1]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-A

[2]Person-Trips

[3]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

*Indicates computation that has been rounded to the nearest whole number.

NCHRP 8-51 Internal Trip Capture Estimation Tool			
Project Name:	6409 Reserve at Haw Creek	**Organization:**	LTG, Inc.
Project Location:	Bunnell	**Performed By:**	ACP
Scenario Description:		**Date:**	12/11/2024
Analysis Year:	2024	**Checked By:**	
Analysis Period:	**PM Peak Hour**	**Date:**	

Table 1-P: Base Vehicle-Trip Generation Estimates (Single-Use Site Estimate)

Land Use	Development Data (*For Information Only*)			Estimated Vehicle-Trips		
	ITE LUCs[1]	Quantity	Units	Total	Entering	Exiting
Office	710	75	KSF	131	22	109
Retail	1, 816, 817, 9	210	KSF	1798	892	906
Restaurant	934, 930, 931	37	KSF	531	299	232
Cinema/Entertainment	416	800	Pads	216	140	76
Residential	0, 251, 220, 2	8,000	DU	5960	3714	2246
Hotel	310	135	Rooms	72	37	35
All Other Land Uses[2]				0		
Total				8708	5104	3604

Table 2-P: Mode Split and Vehicle Occupancy Estimates

Land Use	Entering Trips			Exiting Trips		
	Veh. Occ.	% Transit	% Non-Motorized	Veh. Occ.	% Transit	% Non-Motorized
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						
All Other Land Uses[2]						

Table 3-P: Average Land Use Interchange Distances (Feet Walking Distance)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office						
Retail						
Restaurant						
Cinema/Entertainment						
Residential						
Hotel						

Table 4-P: Internal Person-Trip Origin-Destination Matrix*

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		22	4	0	2	0
Retail	5		87	36	236	6
Restaurant	5	95		19	42	16
Cinema/Entertainment	1	16	9		6	0
Residential	10	89	42	0		4
Hotel	0	6	15	0	0	

Table 5-P: Computations Summary

	Total	Entering	Exiting
All Person-Trips	8,708	5,104	3,604
Internal Capture Percentage	18%	15%	21%
External Vehicle-Trips[3]	7,162	4,331	2,831
External Transit-Trips[4]	0	0	0
External Non-Motorized Trips[4]	0	0	0

Table 6-P: Internal Trip Capture Percentages by Land Use

Land Use	Entering Trips	Exiting Trips
Office	95%	26%
Retail	26%	41%
Restaurant	53%	76%
Cinema/Entertainment	39%	42%
Residential	8%	6%
Hotel	70%	60%

[1]Land Use Codes (LUCs) from *Trip Generation Informational Report*, published by the Institute of Transportation Engineers.

[2]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

[3]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P

[4]Person-Trips

*Indicates computation that has been rounded to the nearest whole number.

Estimation Tool Developed by the Texas Transportation Institute

Project Name:	6409 Reserve at Haw Creek
Analysis Period:	**PM Peak Hour**

Table 7-P: Conversion of Vehicle-Trip Ends to Person-Trip Ends

Land Use	Table 7-P (D): Entering Trips			Table 7-P (O): Exiting Trips		
	Veh. Occ.	Vehicle-Trips	Person-Trips*	Veh. Occ.	Vehicle-Trips	Person-Trips*
Office	1.00	22	22	1.00	109	109
Retail	1.00	892	892	1.00	906	906
Restaurant	1.00	299	299	1.00	232	232
Cinema/Entertainment	1.00	140	140	1.00	76	76
Residential	1.00	3714	3714	1.00	2246	2246
Hotel	1.00	37	37	1.00	35	35

Table 8-P (O): Internal Person-Trip Origin-Destination Matrix (Computed at Origin)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		22	4	0	2	0
Retail	18		263	36	236	45
Restaurant	7	95		19	42	16
Cinema/Entertainment	2	16	24		6	2
Residential	90	943	472	0		67
Hotel	0	6	24	0	1	

Table 8-P (D): Internal Person-Trip Origin-Destination Matrix (Computed at Destination)

Origin (From)	Destination (To)					
	Office	Retail	Restaurant	Cinema/Entertainment	Residential	Hotel
Office		71	6	1	149	0
Retail	7		87	36	1708	6
Restaurant	7	446		45	594	26
Cinema/Entertainment	1	36	9		149	0
Residential	13	89	42	0		4
Hotel	0	18	15	0	0	

Table 9-P (D): Internal and External Trips Summary (Entering Trips)

Destination Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	Non-Motorized[2]
Office	21	1	22	1	0	0
Retail	228	664	892	664	0	0
Restaurant	157	142	299	142	0	0
Cinema/Entertainment	55	85	140	85	0	0
Residential	286	3428	3714	3428	0	0
Hotel	26	11	37	11	0	0
All Other Land Uses[3]	0	0	0	0	0	0

Table 9-P (O): Internal and External Trips Summary (Exiting Trips)

Origin Land Use	Person-Trip Estimates			External Trips by Mode*		
	Internal	External	Total	Vehicles[1]	Transit[2]	Non-Motorized[2]
Office	28	81	109	81	0	0
Retail	370	536	906	536	0	0
Restaurant	177	55	232	55	0	0
Cinema/Entertainment	32	44	76	44	0	0
Residential	145	2101	2246	2101	0	0
Hotel	21	14	35	14	0	0
All Other Land Uses[3]	0	0	0	0	0	0

[1]Vehicle-trips computed using the mode split and vehicle occupancy values provided in Table 2-P

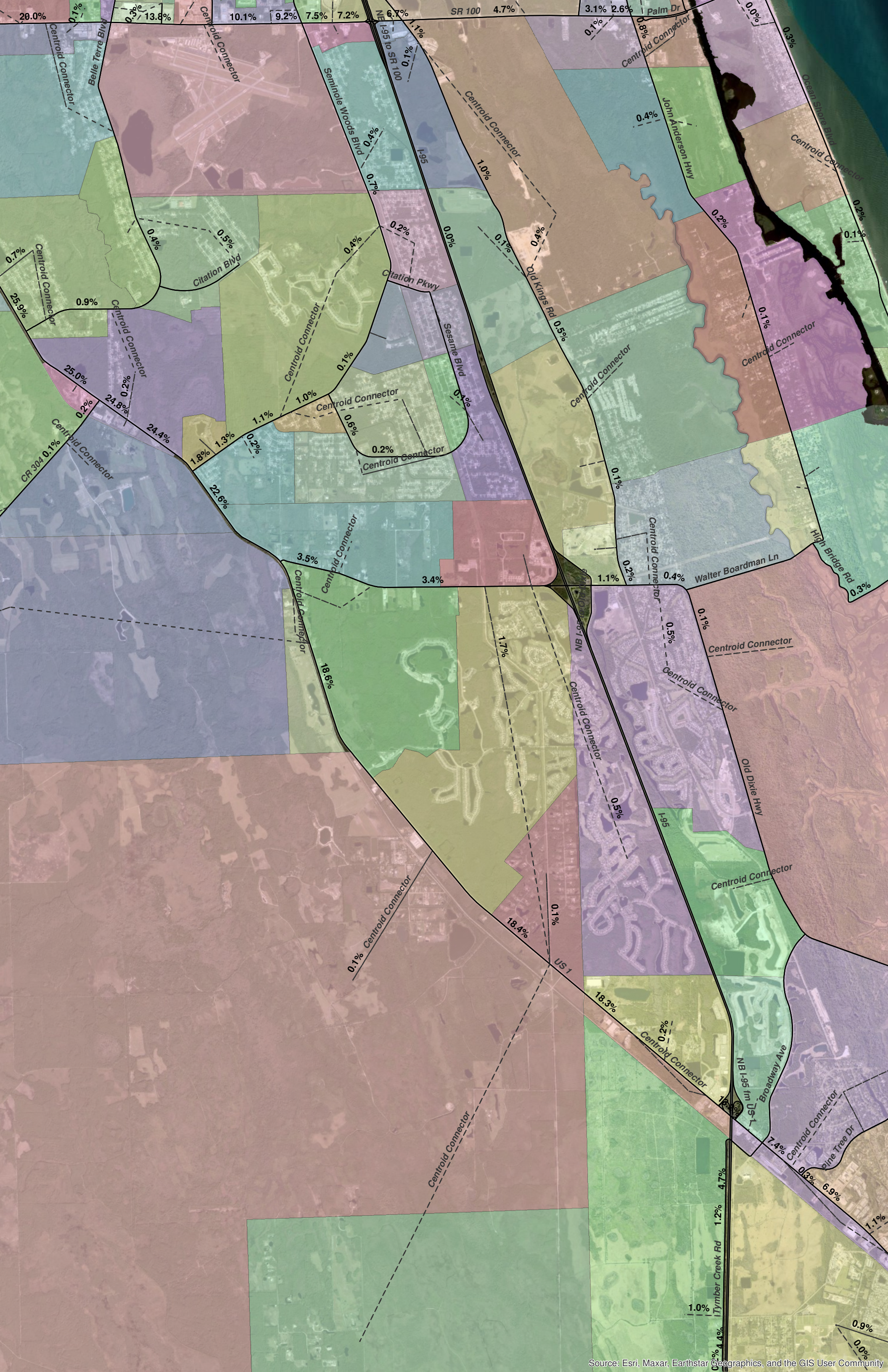
[2]Person-Trips

[3]Total estimate for all other land uses at mixed-use development site-not subject to internal trip capture computations in this estimator

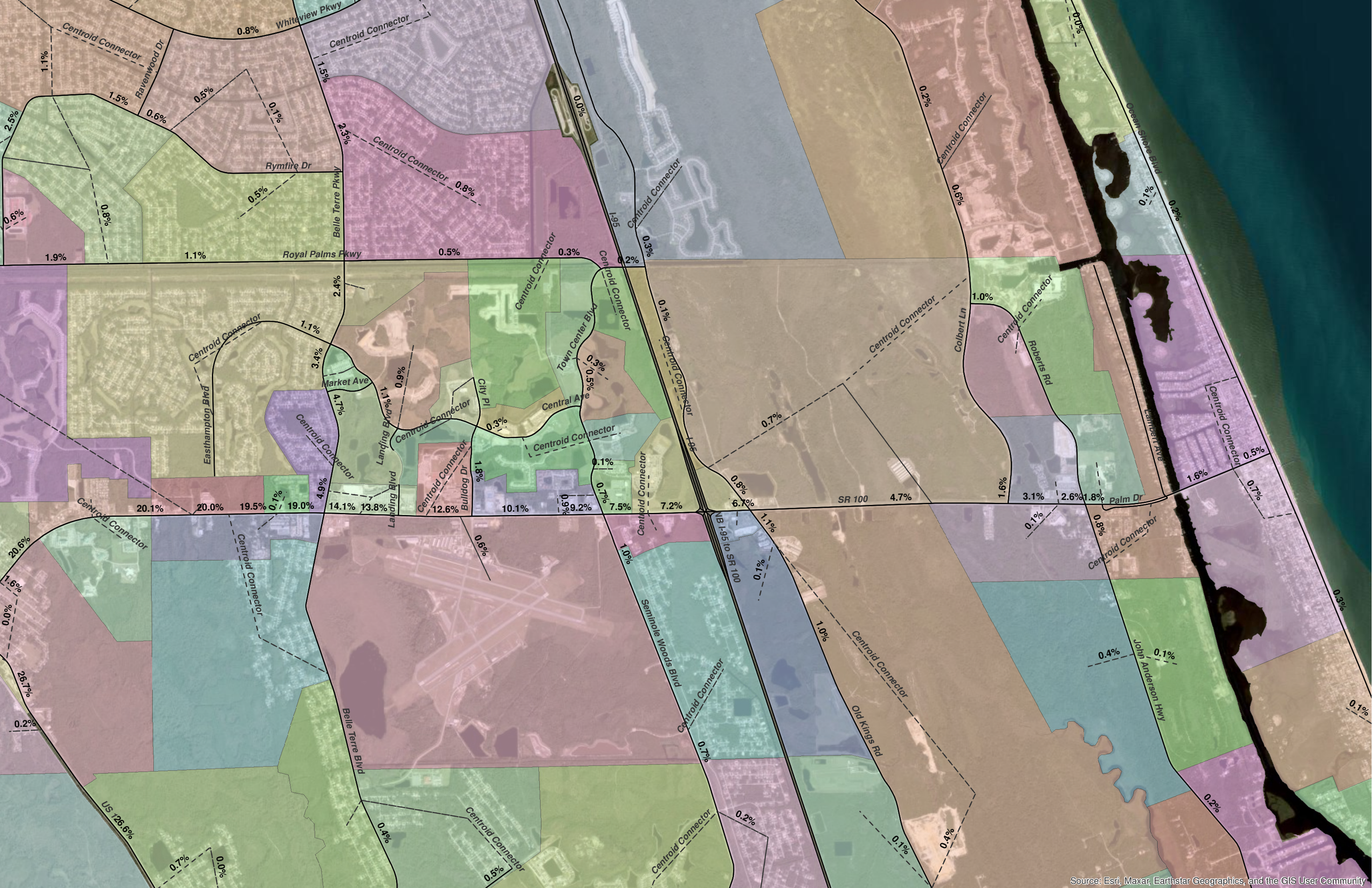
*Indicates computation that has been rounded to the nearest whole number.

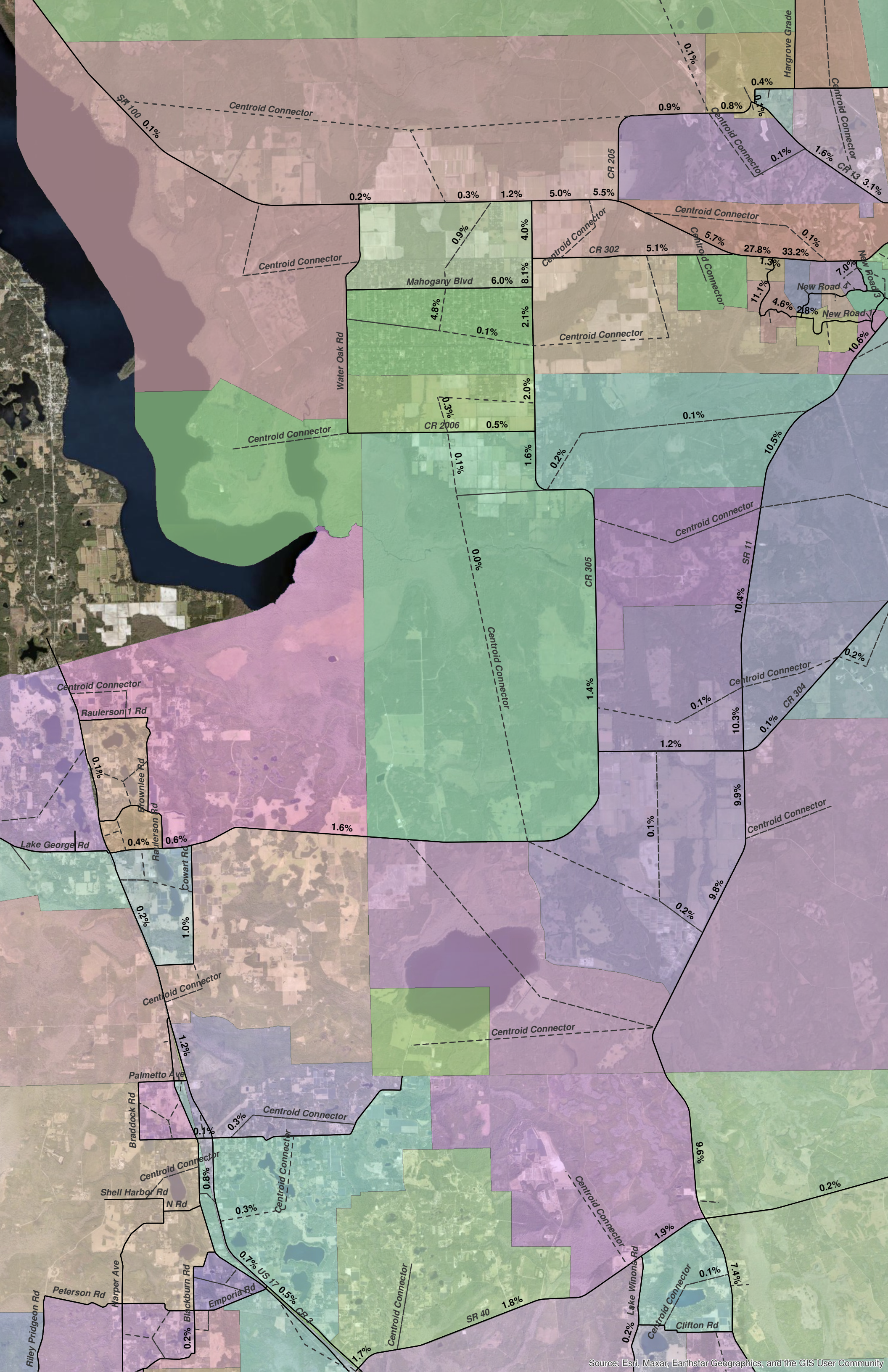
EXHIBIT C

Additional CFRPM Model Printouts

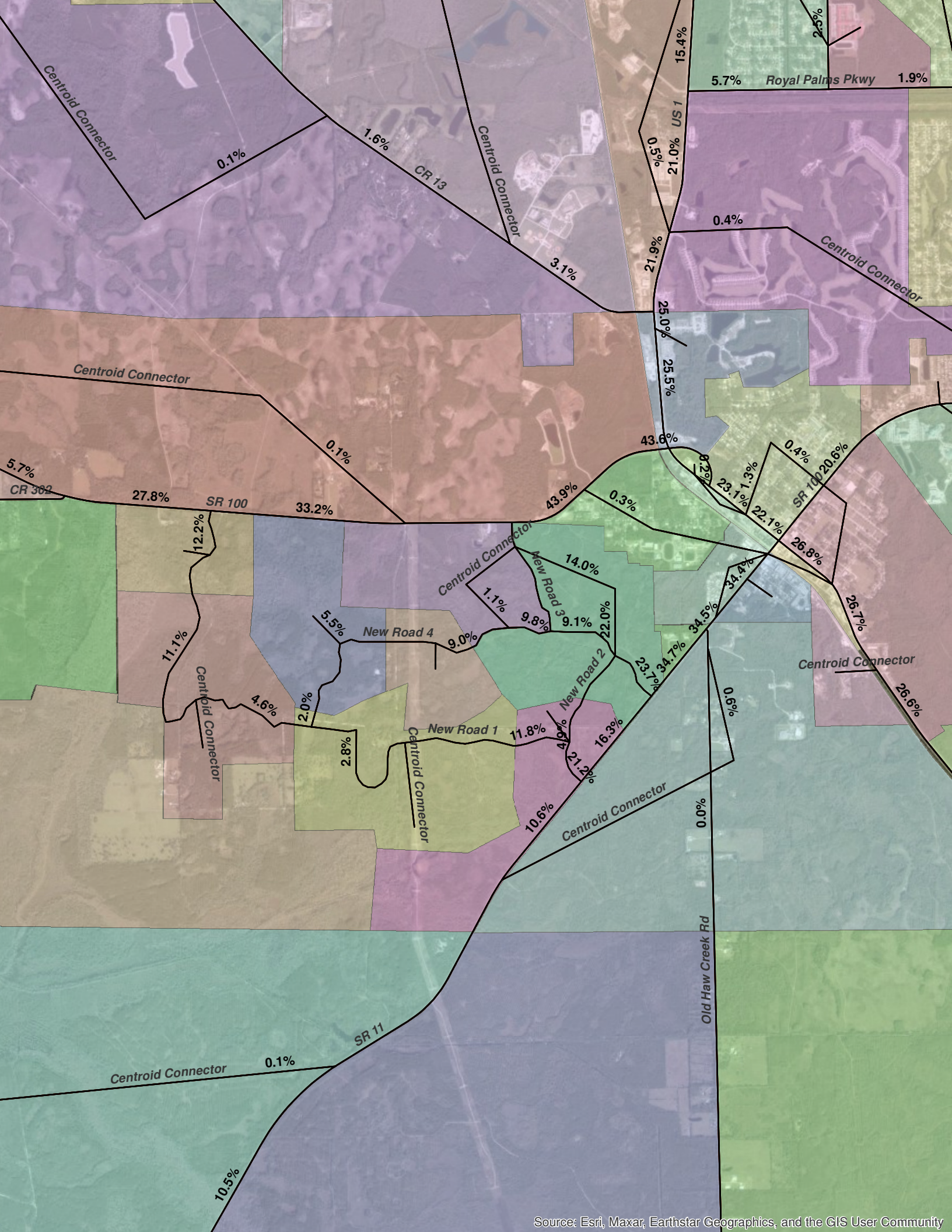


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

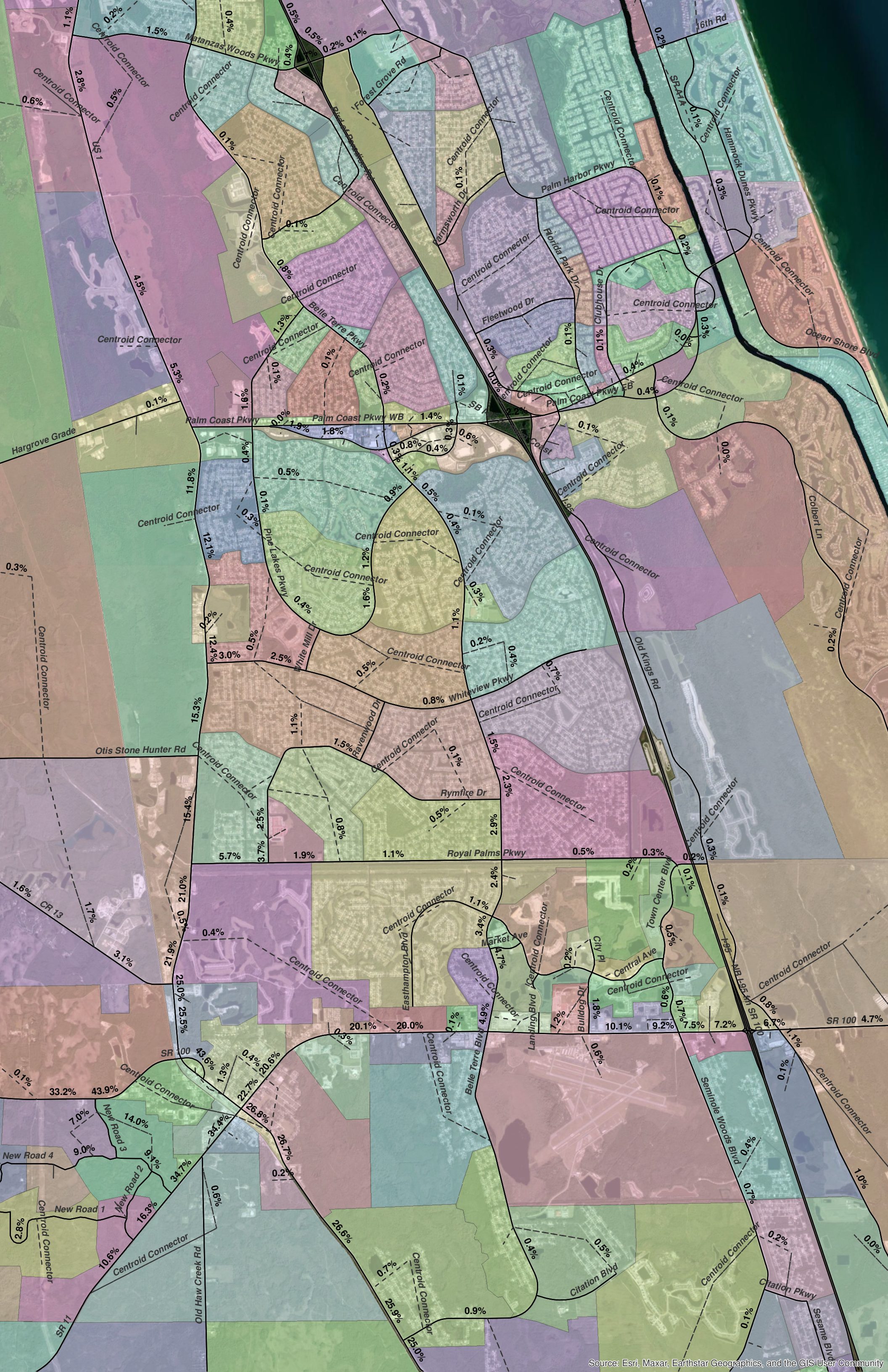

Whiteview Pkwy
Centroid Connector
Ravenwood Dr
Rymfire Dr
Belle Terre Pkwy
Royal Palms Pkwy
I-95
Town Center Blvd
Central Ave
City Pl
Market Ave
Easthampton Blvd
Landing Blvd
Bulldog Dr
Seminole Woods Blvd
NB I-95 to SR 100
SR 100
Old Kings Rd
Colbert Ln
Roberts Rd
Palm Dr
Lambert Ave
Ocean Shore Blvd
John Anderson Hwy
US 1
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



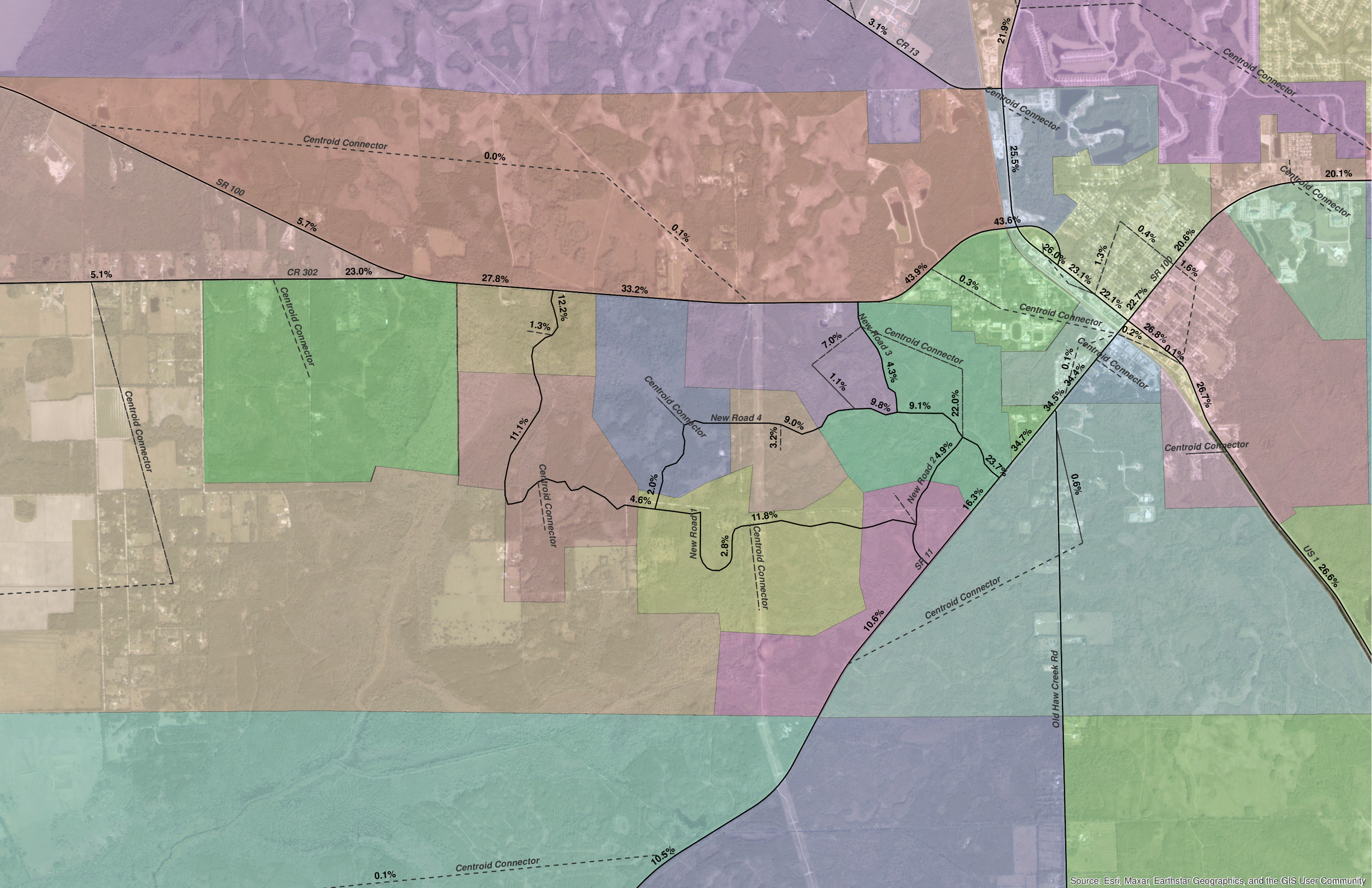
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

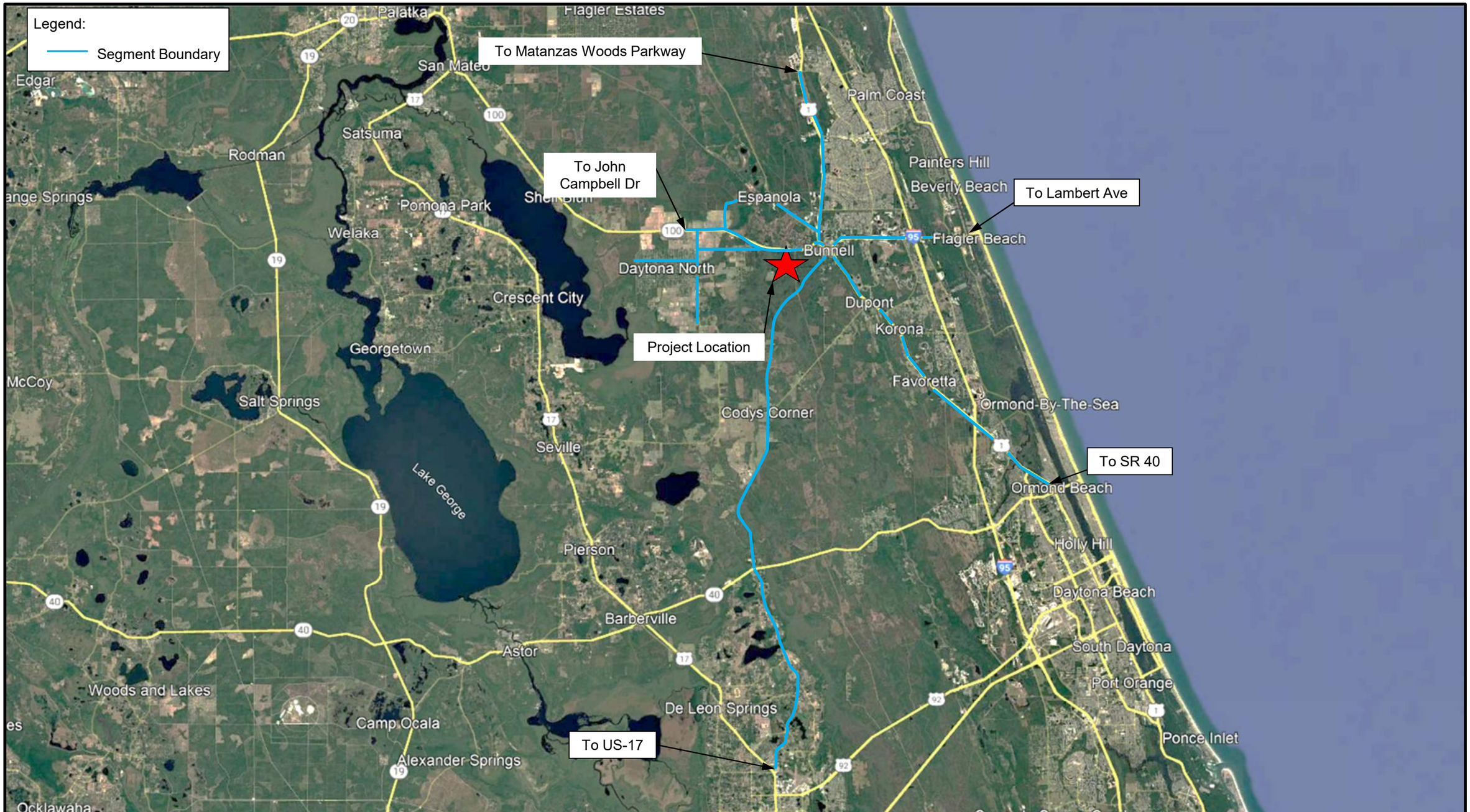
EXHIBIT D

Roadway Significance Test

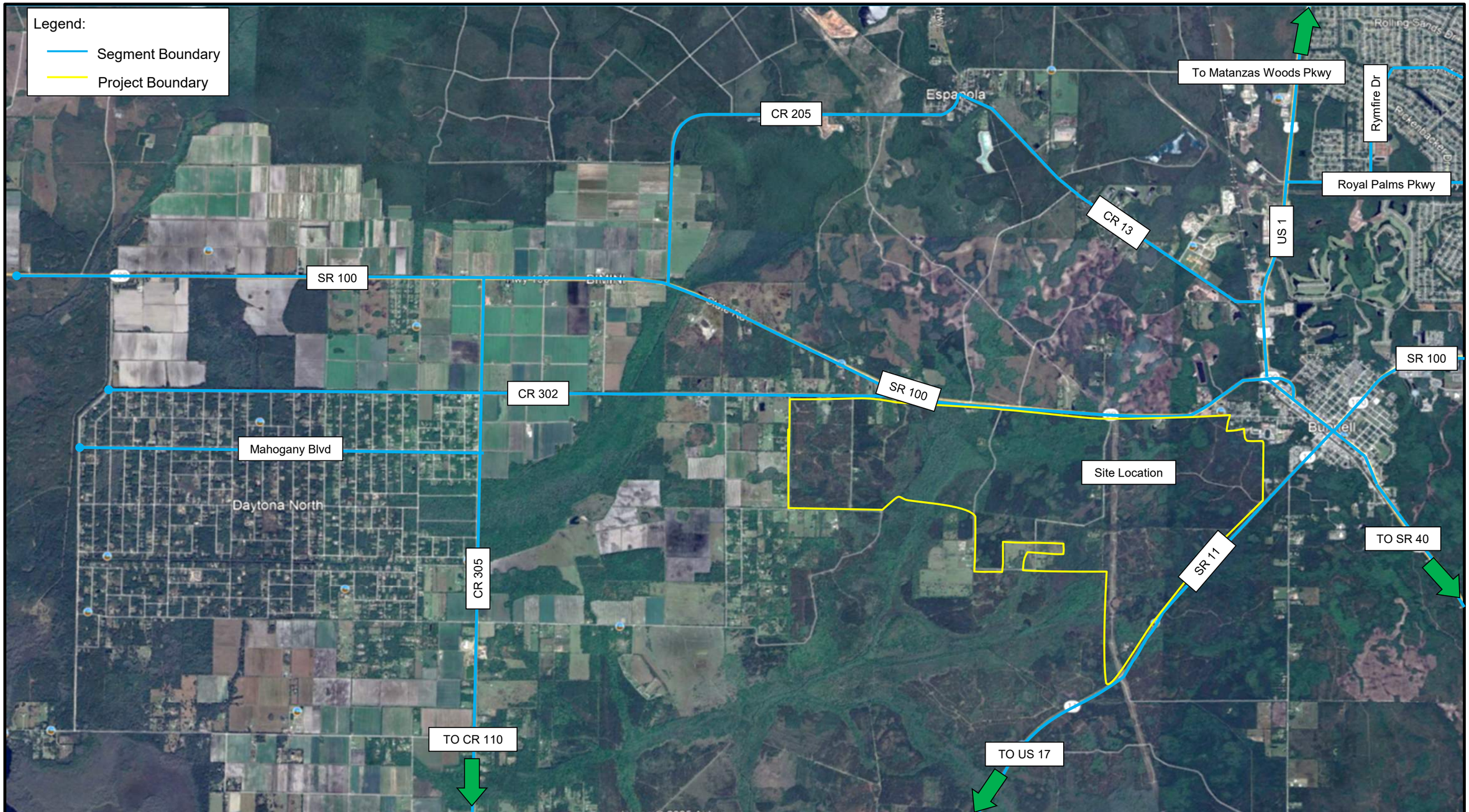
6409.02 Reserve at Haw Creek Significance Test

Roadway	Limits		No. of Lanes	Jurisdiction	Adopted LOS	Peak-Hour Two-Way Capacity at	Build Out Project Distribution	PM Peak-Hour Two-Way		
	From	To						Project Trips	Impact of LOS	3% Significant?
SR 100	John Campbell Dr	Water Oak Rd	2	FDOT	D	1,330	0.2%	13	0.98%	No
	Water Oak Rd	CR 305	2	FDOT	D	1,330	1.2%	80	6.02%	Yes
	CR 305	CR 205	2	FDOT	D	1,330	5.0%	332	24.96%	Yes
	CR 205	CR 302	2	FDOT	D	1,330	5.7%	379	28.50%	Yes
	CR 302	Deen Rd	2	FDOT	D	1,330	33.2%	2,206	165.86%	Yes
	Deen Rd	US 1	2	FDOT	D	1,330	43.9%	2,918	219.40%	Yes
	US 1	Chapel St	2	FDOT	D	1,710	22.7%	1,509	88.25%	Yes
	Chapel St	Old Moody Blvd	2	FDOT	D	1,710	20.6%	1,369	80.06%	Yes
	Old Moody Blvd	Belle Terre Blvd	4	FDOT	D	3,290	20.1%	1,336	40.61%	Yes
	Belle Terre Blvd	Landing Blvd	4	FDOT	D	3,290	14.1%	937	28.48%	Yes
	Landing Blvd	Bulldog Dr	4	FDOT	D	3,290	13.8%	917	27.87%	Yes
	Bulldog Dr	Town Center Blvd	4	FDOT	D	3,290	10.1%	671	20.40%	Yes
	Town Center Blvd	I-95	4	FDOT	D	3,290	7.5%	498	15.14%	Yes
	I-95	Old Kings Rd	4	FDOT	D	3,290	7.1%	472	14.35%	Yes
	Old Kings Rd	Colbert Ln	4	FDOT	D	3,290	4.7%	312	9.48%	Yes
	Colbert Ln	Roberts Rd	4	FDOT	D	3,290	3.1%	206	6.26%	Yes
	Roberts Rd	Lambert Ave	4	FDOT	D	3,360	1.8%	120	3.57%	Yes
	Lambert Ave	Flagler Ave	4	FDOT	D	3,360	1.6%	106	3.15%	Yes
	Flagler Ave	A1A	4	FDOT	D	3,360	0.5%	33	0.98%	No
SR 11	Glenwood Rd	Carter Rd	2	FDOT	D	1,330	4.3%	286	21.50%	Yes
	Carter Rd	CR 15A	2	FDOT	D	1,330	5.0%	332	24.96%	Yes
	CR 15A	Daugharty Rd	2	FDOT	D	1,330	6.1%	405	30.45%	Yes
	Daugharty Rd	Arredondo Grant Rd	2	FDOT	D	1,330	7.0%	465	34.96%	Yes
	Arredondo Grant Rd	Blackwelder Rd	2	FDOT	D	1,330	7.4%	492	36.99%	Yes
	Blackwelder Rd	Clifton Rd	2	FDOT	D	1,330	7.4%	492	36.99%	Yes
	Clifton Rd	SR 40	2	FDOT	D	1,330	7.4%	492	36.99%	Yes
	SR 40	CR 304	2	FDOT	D	1,330	9.9%	658	49.47%	Yes
	CR 304	Pine Meadows Dr	2	FDOT	D	1,330	34.7%	2,306	173.38%	Yes
	Pine Meadows Dr	US 1	2	FDOT	D	1,330	34.5%	2,293	172.41%	Yes
US 1	Old Kings Rd	Matanzas Woods Pkwy	4	FDOT	D	5,290	1.1%	73	1.38%	No
	Matanzas Woods Pkwy	Palm Coast Pkwy	4	FDOT	D	5,290	5.4%	359	6.79%	Yes
	Palm Coast Pkwy	Whiteview Pkwy	4	FDOT	D	3,290	12.4%	824	25.05%	Yes
	Whiteview Pkwy	Otis Stone Humer Rd	4	FDOT	D	3,290	13.4%	891	27.08%	Yes
	Otis Stone Humer Rd	Royal Palms Pkwy	4	FDOT	D	3,290	15.4%	1,023	31.09%	Yes
	Royal Palms Pkwy	CR 13	4	FDOT	D	3,290	21.0%	1,396	42.43%	Yes
	CR 13	SR 100	4	FDOT	D	3,290	25.0%	1,661	50.49%	Yes
	SR 100	SR 11	4	FDOT	D	2,980	23.1%	1,535	51.51%	Yes
	SR 11	Elm Ave	4	FDOT	D	3,360	26.7%	1,774	52.80%	Yes
	Elm Ave	Belle Terre Blvd	4	FDOT	D	3,360	25.9%	1,721	51.22%	Yes
	Belle Terre Blvd	CR 304	4	FDOT	D	5,290	25.0%	1,661	31.40%	Yes
	CR 304	Seminole Woods Blvd	4	FDOT	D	5,290	24.8%	1,648	31.15%	Yes
	Seminole Woods Blvd	Old Dixie Hwy	4	FDOT	D	5,290	22.6%	1,502	28.39%	Yes
	Old Dixie Hwy	Plantation Bay Rd	4	FDOT	D	5,290	19.1%	1,269	23.99%	Yes
	Plantation Bay Rd	I-95	4	FDOT	D	3,290	18.6%	1,236	37.57%	Yes
	I-95	Pine Tree Dr	4	FDOT	D	3,290	8.8%	585	17.78%	Yes
	Pine Tree Dr	Airport Rd	4	FDOT	D	3,290	6.9%	459	13.95%	Yes
	Airport Rd	Nova Rd	4	FDOT	D	3,290	4.9%	326	9.91%	Yes
	Nova Rd	Wilmette Ave	4	FDOT	D	3,290	2.6%	173	5.26%	Yes
	Wilmette Ave	SR 40/Granada Blvd	4	FDOT	D	3,250	2.4%	160	4.92%	Yes
	SR 40/Granada Blvd	Hand Ave	6	FDOT	D	5,110	1.7%	113	2.21%	No
CR 205	SR 100	CR 13	2	Flagler	D	1,330	0.9%	60	4.51%	Yes
CR 302	CR 305	SR 100	2	Flagler	D	1,330	23.0%	1,529	114.96%	Yes
Deen Rd	SR 100	Bay St	2	Flagler	D	1,330	0.3%	20	1.50%	No
CR 13	US 1	CR 205	2	Flagler	D	1,330	3.1%	206	15.49%	Yes
CR 305	SR 100	CR 302	2	Flagler	D	1,330	4.0%	266	20.00%	Yes
	CR 302	Mahogany Blvd	2	Flagler	D	1,330	8.1%	538	40.45%	Yes
	Mahogany Blvd	CR 110	2	Flagler	D	1,330	2.1%	140	10.53%	Yes
Belle Terre Pkwy	Parkview Dr	Whiteview Pkwy	4	Palm Coast	D	3,580	1.2%	80	2.23%	No
	Whiteview Pkwy	Rymfire Dr	4	Palm Coast	D	3,580	2.3%	153	4.27%	Yes
	Rymfire Dr	Royal Palms Pkwy	4	Palm Coast	D	3,580	2.9%	193	5.39%	Yes
	Royal Palms Pkwy	East Hampton Blvd	4	Palm Coast	D	3,580	2.4%	160	4.47%	Yes
	East Hampton Blvd	SR 100	4	Palm Coast	D	3,580	1.9%	126	3.52%	Yes
Belle Terre Blvd	SR 100	Zebulas Tr	2	Palm Coast	D	2,170	0.0%	0	0.00%	No
	Zebulas Tr	Zaun Tr	2	Palm Coast	D	2,170	0.0%	0	0.00%	No
	Zaun Tr	Citation Pkwy	2	Palm Coast	D	2,170	0.4%	27	1.24%	No
	Citation Pkwy	US 1	2	Palm Coast	D	2,170	0.9%	60	2.76%	No
Bulldog Dr	SR 100	Central Ave	2	Palm Coast	D	1,330	1.8%	120	9.02%	Yes
	Central Ave	Lake Ave	2	Palm Coast	D	1,330	0.0%	0	0.00%	No
Town Center Blvd	SR 100	Hospital Drive	4	Palm Coast	D	5,900	0.7%	47	0.80%	No
Seminole Woods Blvd	SR 100	Ulaturn Pl	4	Palm Coast	D	5,900	1.0%	66	1.12%	No
	Ulaturn Pl	Citation Pkwy	4	Palm Coast	D	5,900	0.0%	0	0.00%	No
	Citation Pkwy	Sesame Blvd	2	Palm Coast	D	2,170	0.7%	47	2.17%	No
	Sesame Blvd	US 1	2	Palm Coast	D	2,170	1.8%	120	5.53%	Yes
Old Kings Rd	Town Center Blvd	SR 100	4	Palm Coast	D	5,900	0.8%	53	0.90%	No
	SR 100	Palm Coast City Limit	2	Palm Coast	D	2,170	1.1%	73	3.36%	Yes
Colbert Ln	SR 100	Roberts Rd	2	Palm Coast	D	2,170	1.6%	106	4.88%	Yes
	Roberts Rd	South Park Rd	2	Palm Coast	D	2,170	0.6%	40	1.84%	No
Royal Palms Pkwy	US 1	Rymfire Dr	2	Palm Coast	D	1,600	5.7%	379	23.69%	Yes
	Rymfire Dr	Belle Terre Pkwy	2	Palm Coast	D	1,600	1.9%	126	7.88%	Yes
	Belle Terre Pkwy	Town Center Blvd	2	Palm Coast	D	1,600	0.5%	33	2.06%	No
Whiteview Pkwy	US 1	White Mill Dr	4	Palm Coast	D	3,580	3.0%	199	5.56%	Yes
	White Mill Dr	Belle Terre Pkwy	2	Palm Coast	D	1,600	0.5%	33	2.06%	No
	Belle Terre Pkwy	Pritchard Dr	2	Palm Coast	D	1,600	1.1%	73	4.56%	Yes
Palm Coast Pkwy	US 1	Pine Lakes Pkwy	4	Palm Coast	D	3,580	5.7%	379	10.59%	Yes
	Pine Lakes Pkwy	Belle Terre Pkwy	4	Palm Coast	D	3,580	3.6%	239	6.68%	Yes
	Belle Terre Pkwy	Cypress Point Pkwy	4	Palm Coast	D	3,580	1.5%	100	2.79%	No
Matanzas Woods Pkwy	US 1	Belle Terre Pkwy	2	Palm Coast	D	1,600	1.8%	120	7.50%	Yes
	Belle Terre Pkwy	Bird of Paradise Dr	2	Palm Coast	D	1,600	1.5%	100	6.25%	Yes
	Bird of Paradise Dr	I-95	2	Palm Coast	D	1,600	1.1%	73	4.56%	Yes
	I-95	Old King Rd	2	Palm Coast	D	1,600	0.2%	13	0.81%	No
Rymfire Dr	Royal Palms Pkwy	Ravenwood Dr	2	Palm Coast	D	2,170	3.7%	246	11.34%	Yes
	Ravenwood Dr	Belle Terre Pkwy	2	Palm Coast	D	2,170	0.6%	40	1.84%	No
Mahogany Blvd	CR 305	Water Oak Rd	2	Palm Coast	D	1,330	6.0%	399	30.00%	Yes
I-95	Palm Coast Pkwy	SR 100	6	FDOT	D	10,560	0.0%	0	0.00%	No
	SR 100	Old Dixie Hwy	6	FDOT	D	10,560	0.0%	0	0.00%	No
Central Ave	Belle Terre Pkwy	Market Ave	4	Palm Coast	D	2,920	0.0%	0	0.00%	No
	Market Ave	Lake Ave	4	Palm Coast	D	2,920	1.1%	73	2.50%	No
	Lake Ave	Landing Blvd	4	Palm Coast	D	2,920	1.1%	73	2.50%	No
	Landing Blvd	Park St	2	Palm Coast	D	1,330	0.0%	0	0.00%	No
	Park St	Bulldog Dr	2	Palm Coast	D	1,330	1.2%	80	6.02%	Yes
	Bulldog Dr	Brookhaven Dr	2	Palm Coast	D	1,330	0.3%	20	1.50%	No
	Brookhaven Dr	Town Center Blvd	2	Palm Coast	D	1,330	0.0%	0	0.00%	No

**The existing peak hour two-way capacities of the segments are based on the context classification of the roadway and the associated generalized service volume tables in the FDOT 2023 Multimodal Quality/Level of Service Handbook.*



Reserve at Haw Creek	N NTS	LTG Engineering & Planning 1450 W Granada Blvd., Suite 2, Ormond Beach, Florida 32174 Telephone: 386.257.2571 * Fax: 386.257.6996 * EB# 0009227	**Study Area Extents** Project No.: 6409.02 Figure: 1



Reserve at Haw Creek	N NTS	LTG Engineering & Planning 1450 W Granada Blvd., Suite 2, Ormond Beach, Florida 32174 Telephone: 386.257.2571 * Fax: 386.257.6996 * EB# 0009227	**Study Area** Project No.: 6409.02 Figure: 1

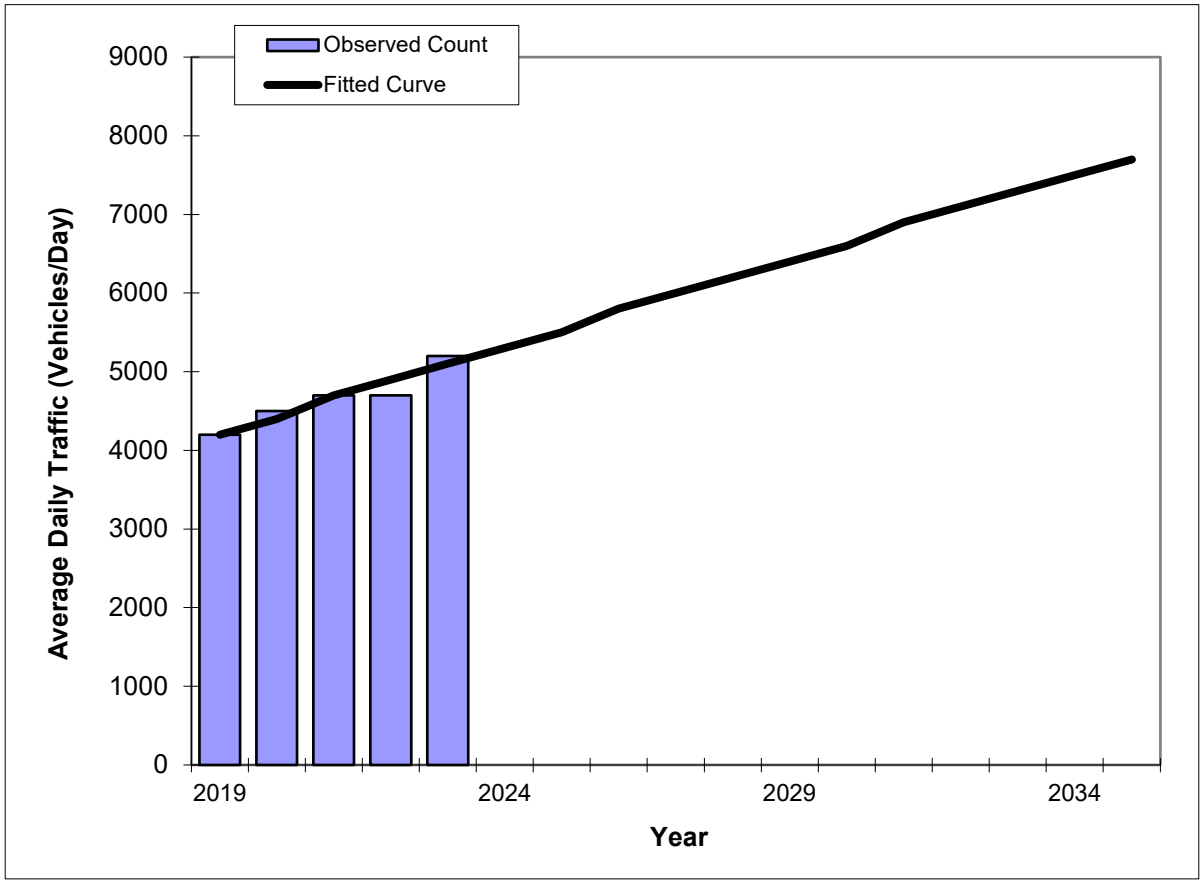
EXHIBIT E

FDOT Traffic Trends Summary Sheets

TRAFFIC TRENDS

SR 100 -- CR 305 to CR 205

County:	Flagler
Station #:	39
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2019	4200	4200
2020	4500	4400
2021	4700	4700
2022	4700	4900
2023	5200	5100
2025 Opening Year Trend		
2025	N/A	5500
2030 Mid-Year Trend		
2030	N/A	6600
2035 Design Year Trend		
2035	N/A	7700
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

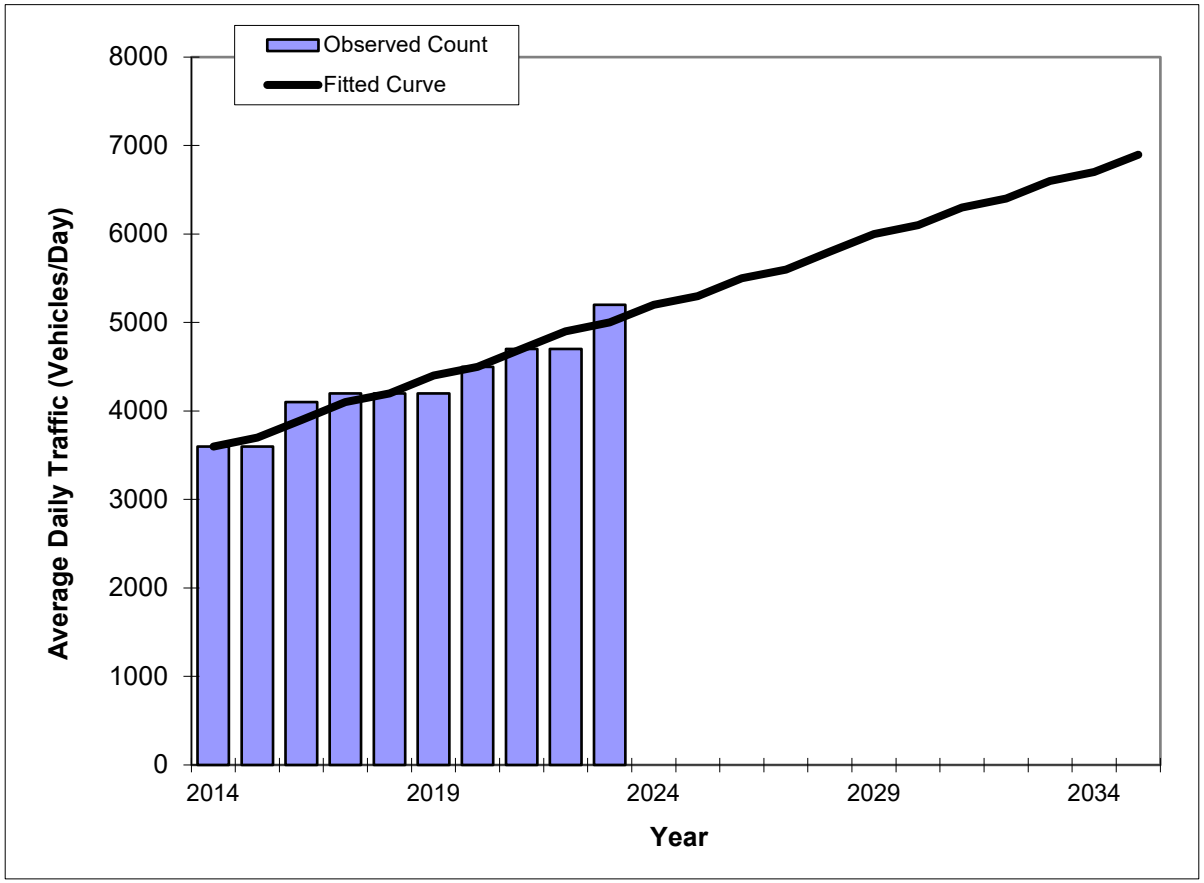
** Annual Trend Increase:	220
Trend R-squared:	91.0%
Trend Annual Historic Growth Rate:	5.36%
Trend Growth Rate (2023 to Design Year):	4.25%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 100 -- CR 305 to CR 205

County:	Flagler
Station #:	39
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2014	3600	3600
2015	3600	3700
2016	4100	3900
2017	4200	4100
2018	4200	4200
2019	4200	4400
2020	4500	4500
2021	4700	4700
2022	4700	4900
2023	5200	5000
2025 Opening Year Trend		
2025	N/A	5300
2030 Mid-Year Trend		
2030	N/A	6100
2035 Design Year Trend		
2035	N/A	6900
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

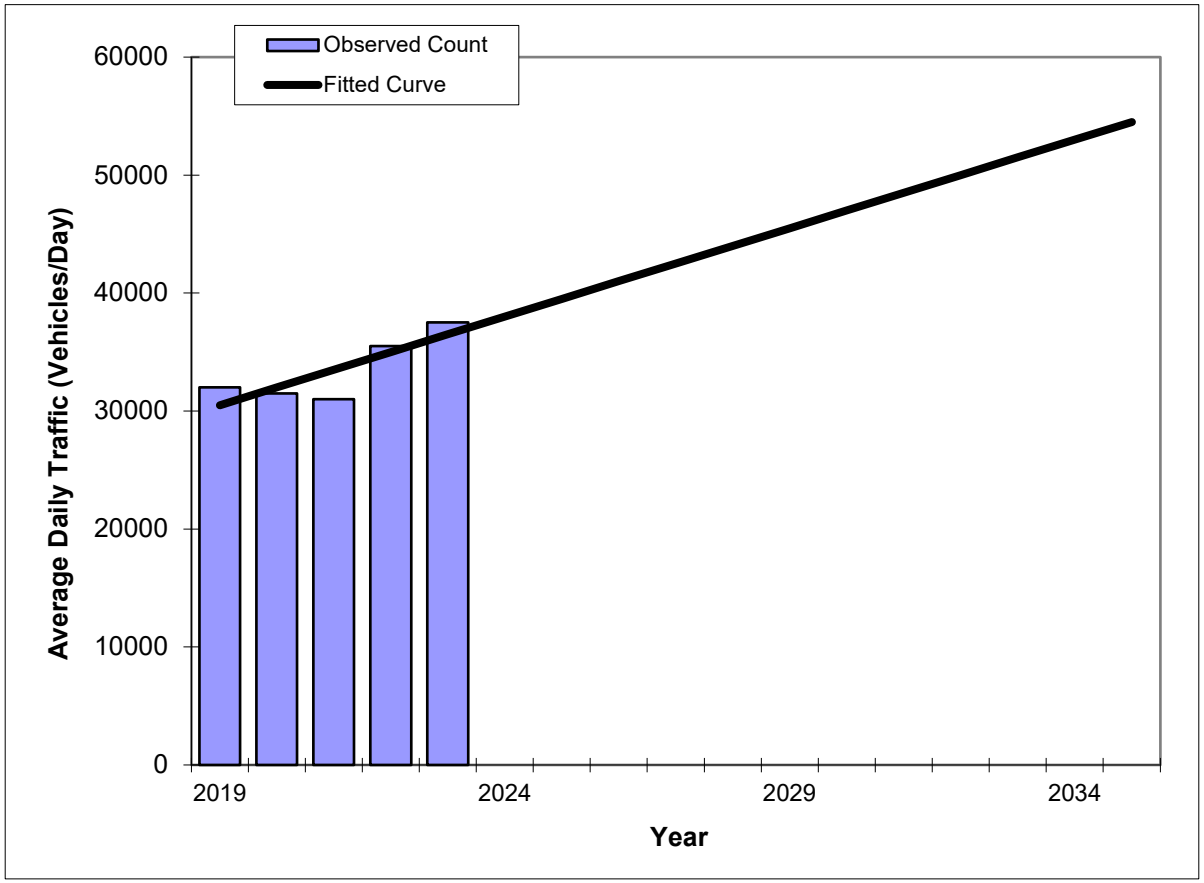
** Annual Trend Increase:	158
Trend R-squared:	92.3%
Trend Annual Historic Growth Rate:	4.32%
Trend Growth Rate (2023 to Design Year):	3.17%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 100 -- Town Center to I-95

County:	Flagler
Station #:	6
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2019	32000	30500
2020	31500	32000
2021	31000	33500
2022	35500	35000
2023	37500	36500
2025 Opening Year Trend		
2025	N/A	39500
2030 Mid-Year Trend		
2030	N/A	47000
2035 Design Year Trend		
2035	N/A	54500
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

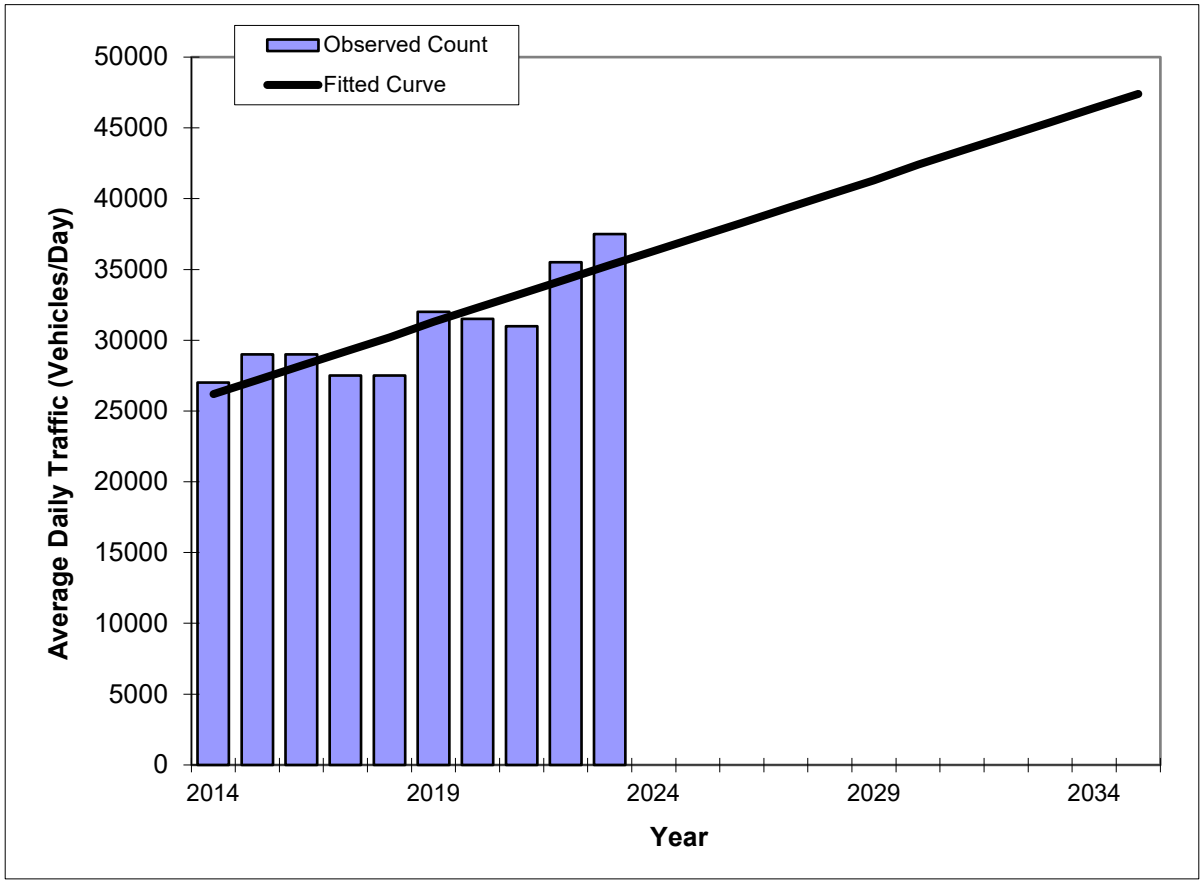
** Annual Trend Increase:	1,500
Trend R-squared:	69.2%
Trend Annual Historic Growth Rate:	4.92%
Trend Growth Rate (2023 to Design Year):	4.11%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 100 -- Town Center to I-95

County:	Flagler
Station #:	6
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2014	27000	26200
2015	29000	27200
2016	29000	28200
2017	27500	29200
2018	27500	30200
2019	32000	31300
2020	31500	32300
2021	31000	33300
2022	35500	34300
2023	37500	35300
2025 Opening Year Trend		
2025	N/A	37300
2030 Mid-Year Trend		
2030	N/A	42400
2035 Design Year Trend		
2035	N/A	47400
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

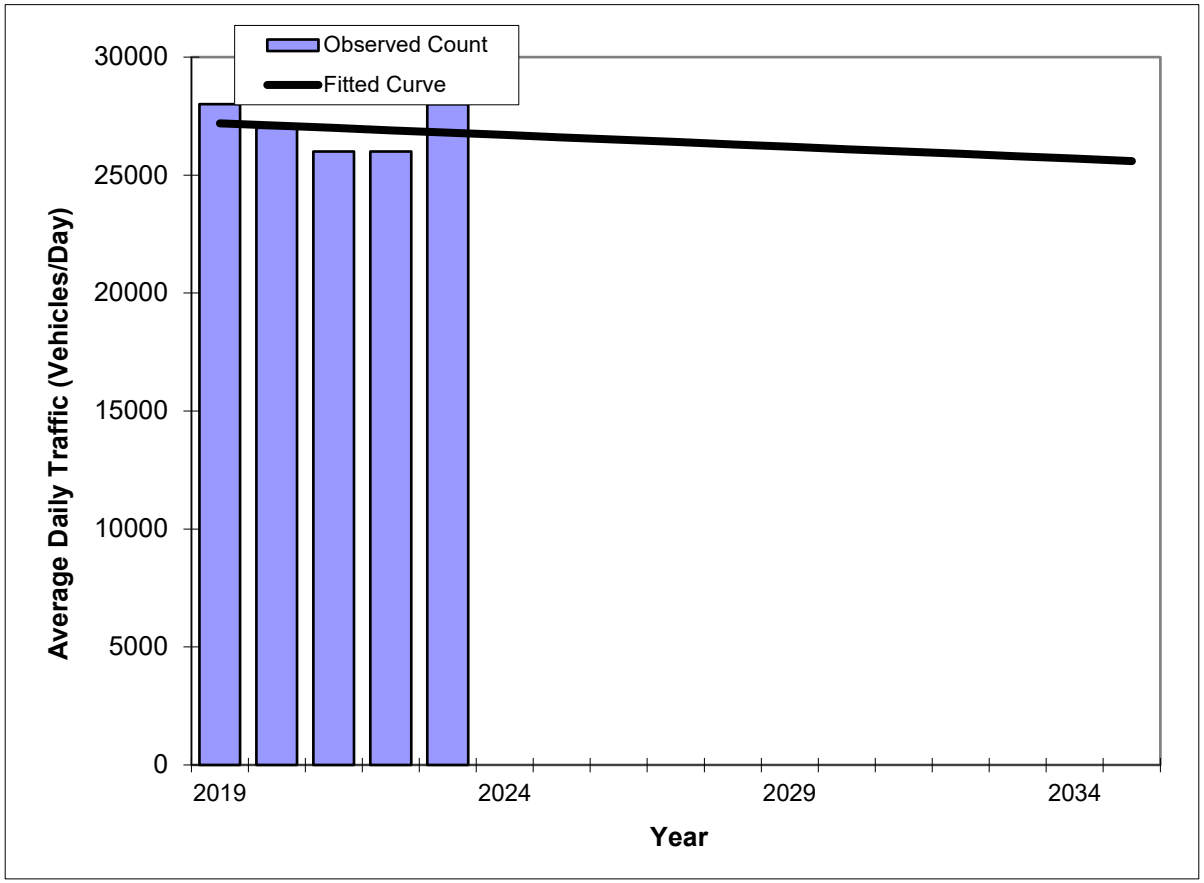
** Annual Trend Increase:	1,009
Trend R-squared:	75.3%
Trend Annual Historic Growth Rate:	3.86%
Trend Growth Rate (2023 to Design Year):	2.86%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 100 -- I-95 to Old Kings Rd

County:	Flagler
Station #:	262
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2019	28000	27200
2020	27000	27100
2021	26000	27000
2022	26000	26900
2023	28000	26800
2025 Opening Year Trend		
2025	N/A	26600
2030 Mid-Year Trend		
2030	N/A	26100
2035 Design Year Trend		
2035	N/A	25600
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	-100
Trend R-squared:	2.5%
Trend Annual Historic Growth Rate:	-0.37%
Trend Growth Rate (2023 to Design Year):	-0.37%
Printed:	9-Apr-25

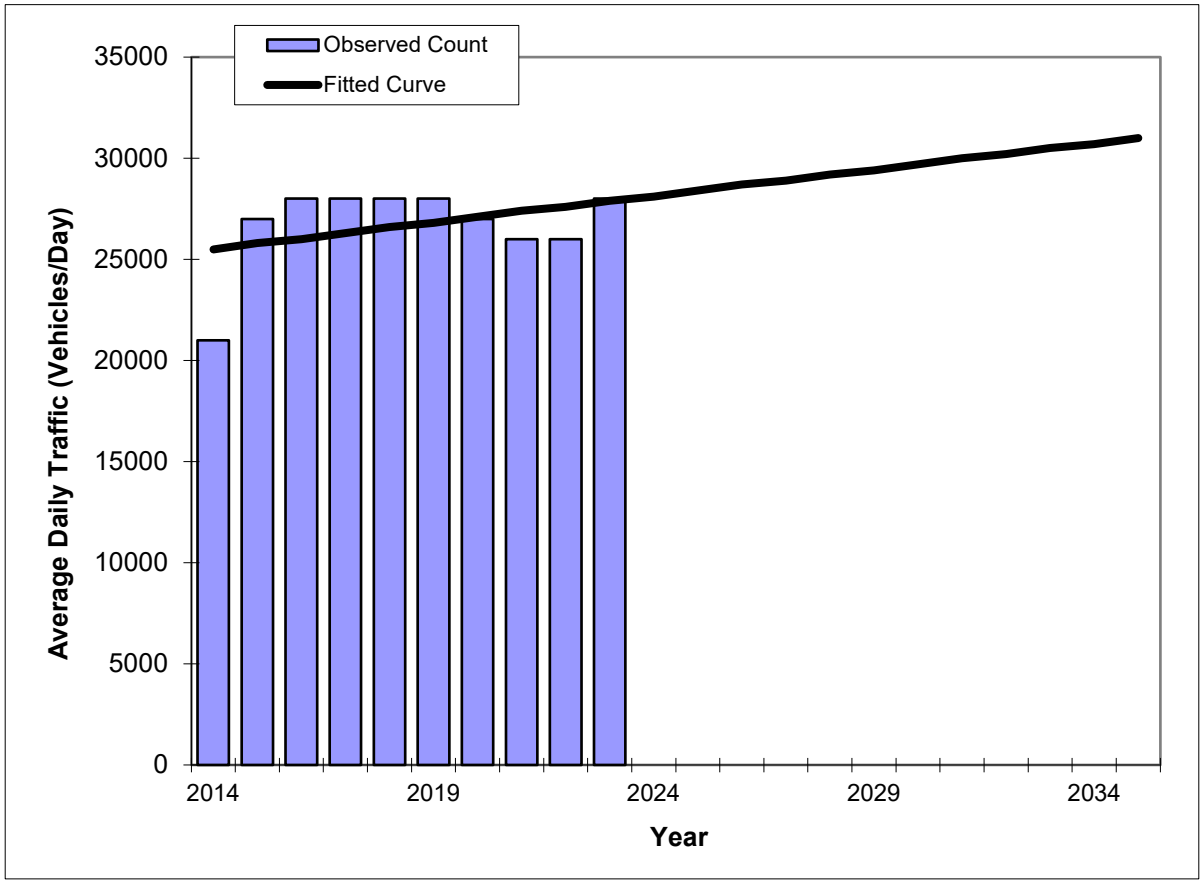
Straight Line Growth Option

***Axle-Adjusted**

TRAFFIC TRENDS

SR 100 -- I-95 to Old Kings Rd

County:	Flagler
Station #:	262
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2014	21000	25500
2015	27000	25800
2016	28000	26000
2017	28000	26300
2018	28000	26600
2019	28000	26800
2020	27000	27100
2021	26000	27400
2022	26000	27600
2023	28000	27900
2025 Opening Year Trend		
2025	N/A	28400
2030 Mid-Year Trend		
2030	N/A	29700
2035 Design Year Trend		
2035	N/A	31000
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	261
Trend R-squared:	13.3%
Trend Annual Historic Growth Rate:	1.05%
Trend Growth Rate (2023 to Design Year):	0.93%
Printed:	9-Apr-25

Straight Line Growth Option

***Axle-Adjusted**

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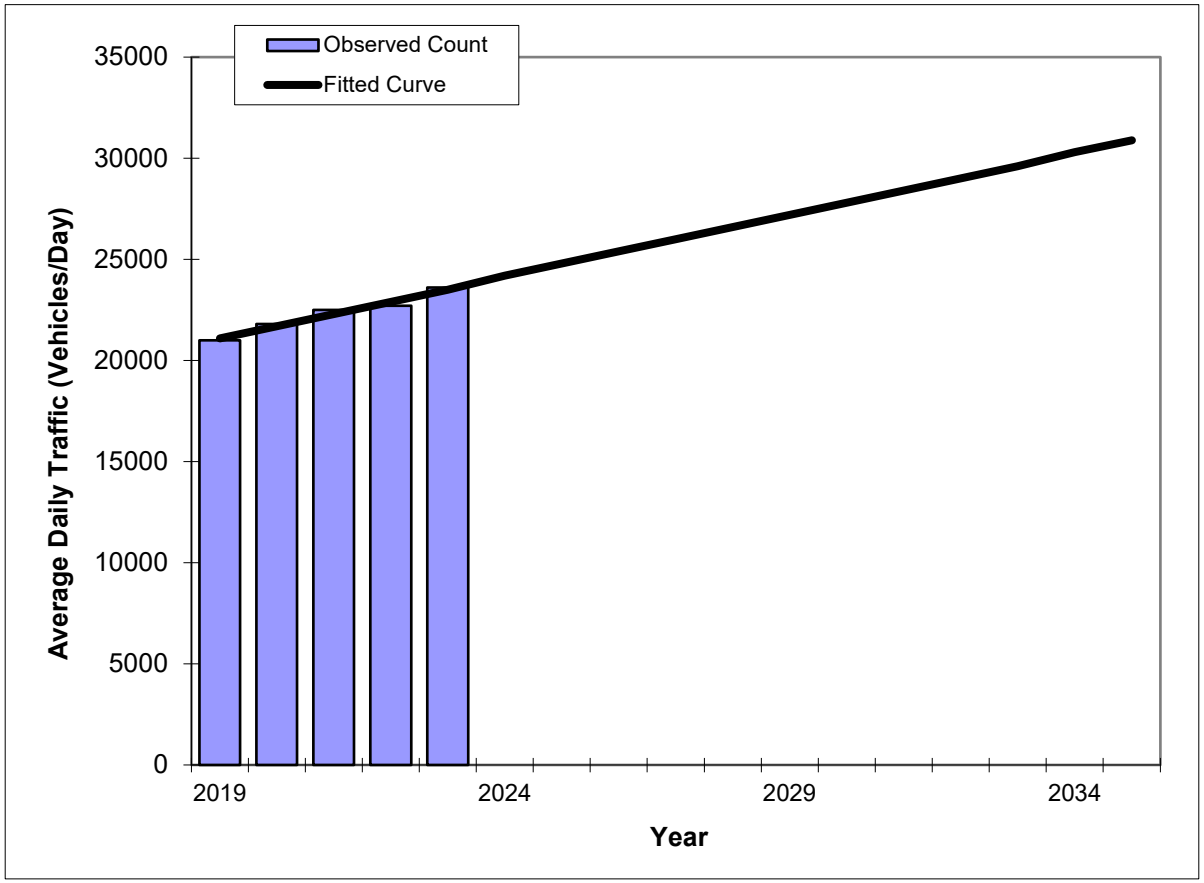
TRAFFIC TRENDS

SR 100 -- Old Kings Rd to Colbert Ln

County:	Flagler
Station #:	335
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2019	21000	21100
2020	21800	21700
2021	22500	22300
2022	22700	22900
2023	23600	23500
2025 Opening Year Trend		
2025	N/A	24800
2030 Mid-Year Trend		
2030	N/A	27800
2035 Design Year Trend		
2035	N/A	30900
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

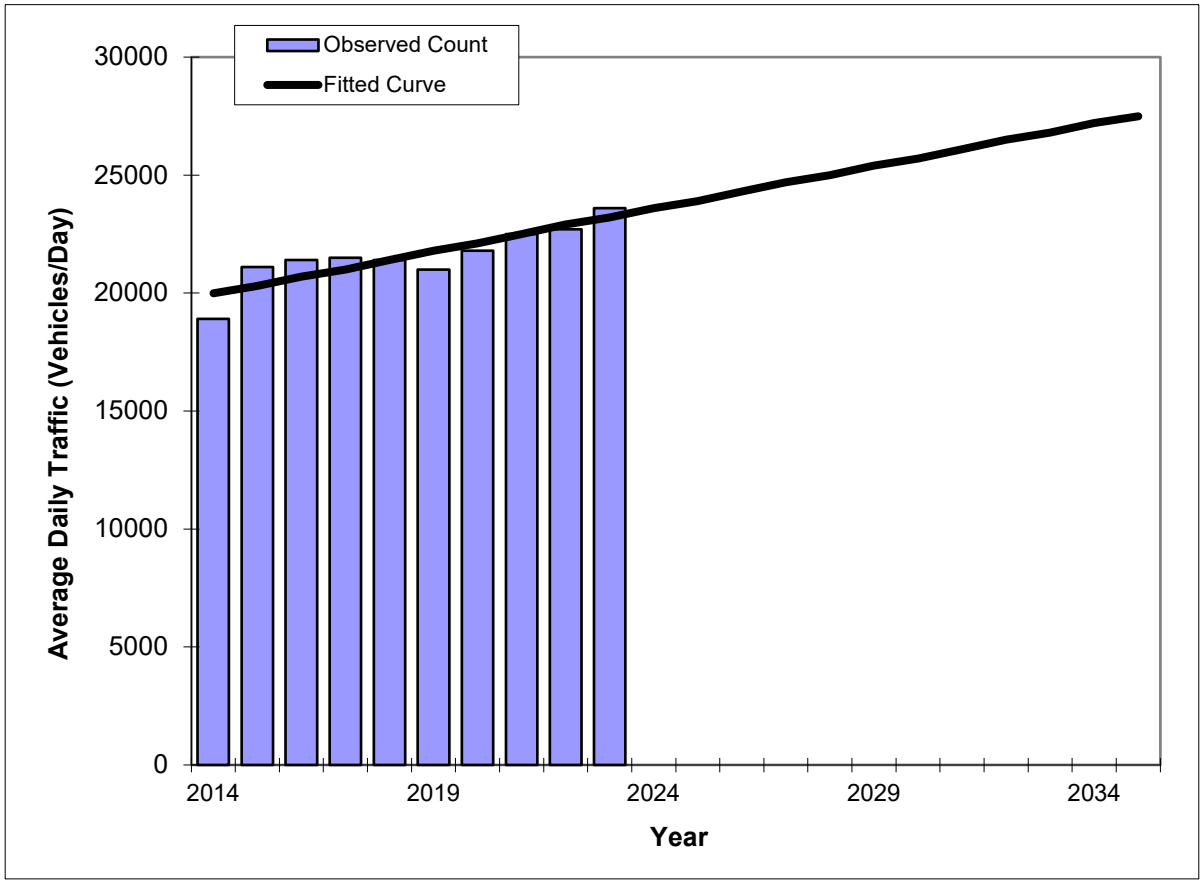
** Annual Trend Increase:	610
Trend R-squared:	97.2%
Trend Annual Historic Growth Rate:	2.84%
Trend Growth Rate (2023 to Design Year):	2.62%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 100 -- Old Kings Rd to Colbert Ln

County:	Flagler
Station #:	335
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2014	18900	20000
2015	21100	20300
2016	21400	20700
2017	21500	21000
2018	21400	21400
2019	21000	21800
2020	21800	22100
2021	22500	22500
2022	22700	22900
2023	23600	23200
2025 Opening Year Trend		
2025	N/A	23900
2030 Mid-Year Trend		
2030	N/A	25700
2035 Design Year Trend		
2035	N/A	27500
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

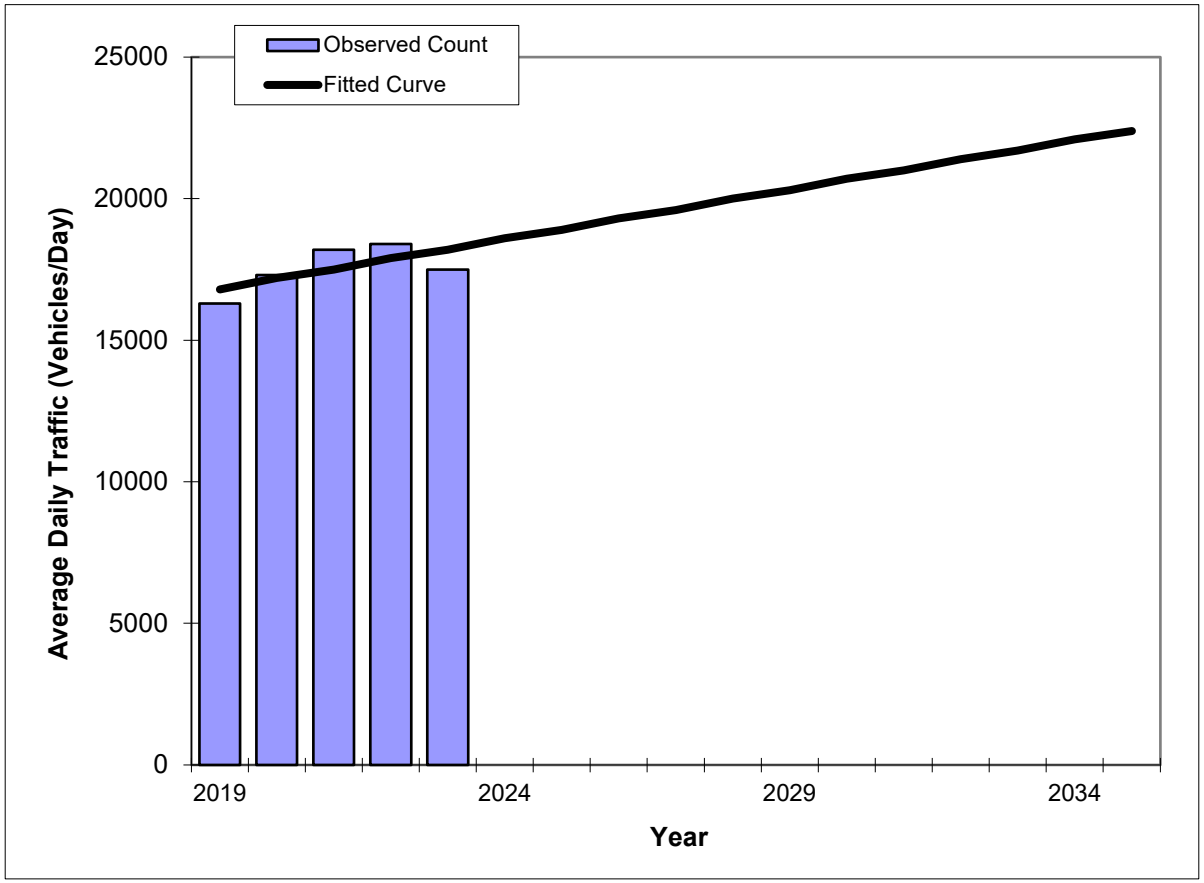
** Annual Trend Increase:	361
Trend R-squared:	76.4%
Trend Annual Historic Growth Rate:	1.78%
Trend Growth Rate (2023 to Design Year):	1.54%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 100 -- Colbert Ln to Flagler Ave

County:	Flagler
Station #:	1000
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2019	16300	16800
2020	17300	17200
2021	18200	17500
2022	18400	17900
2023	17500	18200
2025 Opening Year Trend		
2025	N/A	18900
2030 Mid-Year Trend		
2030	N/A	20700
2035 Design Year Trend		
2035	N/A	22400
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	350
Trend R-squared:	44.2%
Trend Annual Historic Growth Rate:	2.08%
Trend Growth Rate (2023 to Design Year):	1.92%
Printed:	9-Apr-25

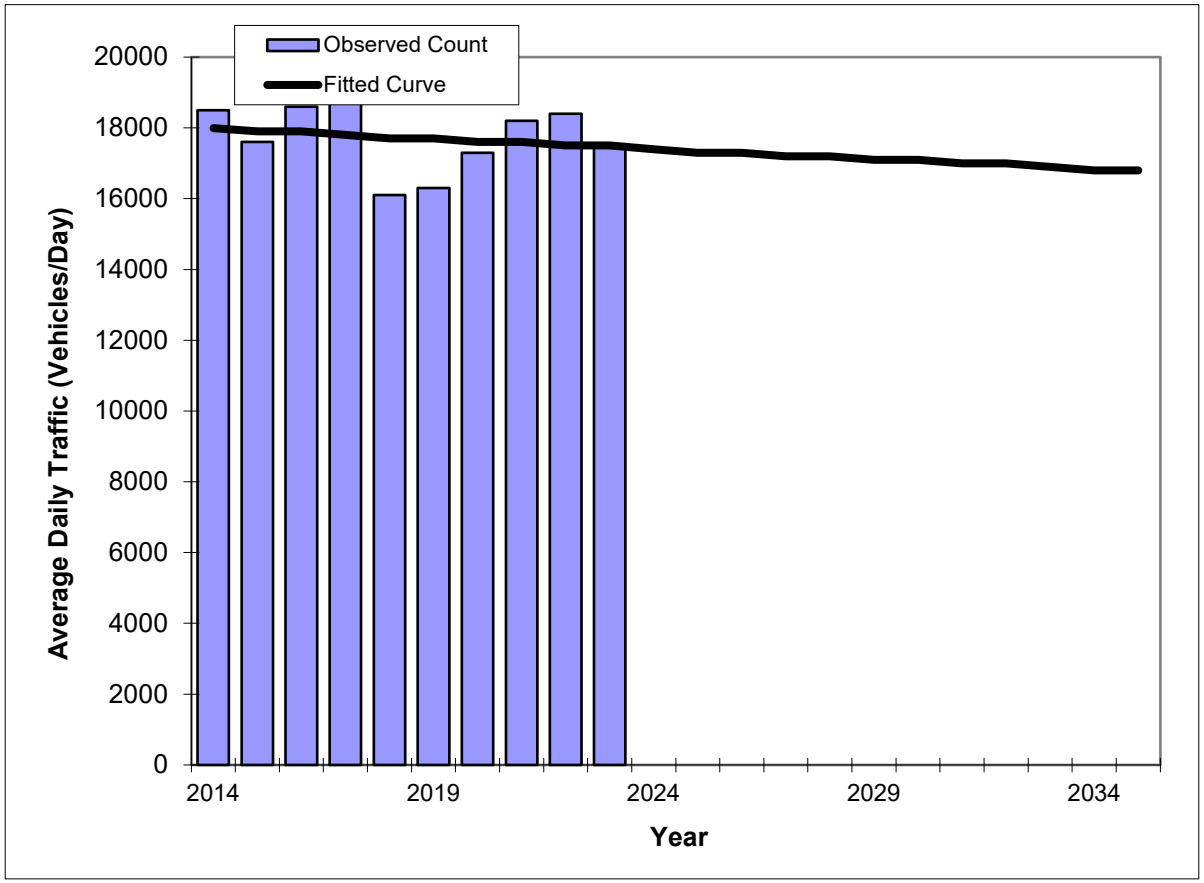
Straight Line Growth Option

***Axle-Adjusted**

TRAFFIC TRENDS

SR 100 -- Colbert Ln to Flagler Ave

County:	Flagler
Station #:	1000
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2014	18500	18000
2015	17600	17900
2016	18600	17900
2017	18700	17800
2018	16100	17700
2019	16300	17700
2020	17300	17600
2021	18200	17600
2022	18400	17500
2023	17500	17500
2025 Opening Year Trend		
2025	N/A	17300
2030 Mid-Year Trend		
2030	N/A	17100
2035 Design Year Trend		
2035	N/A	16800
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

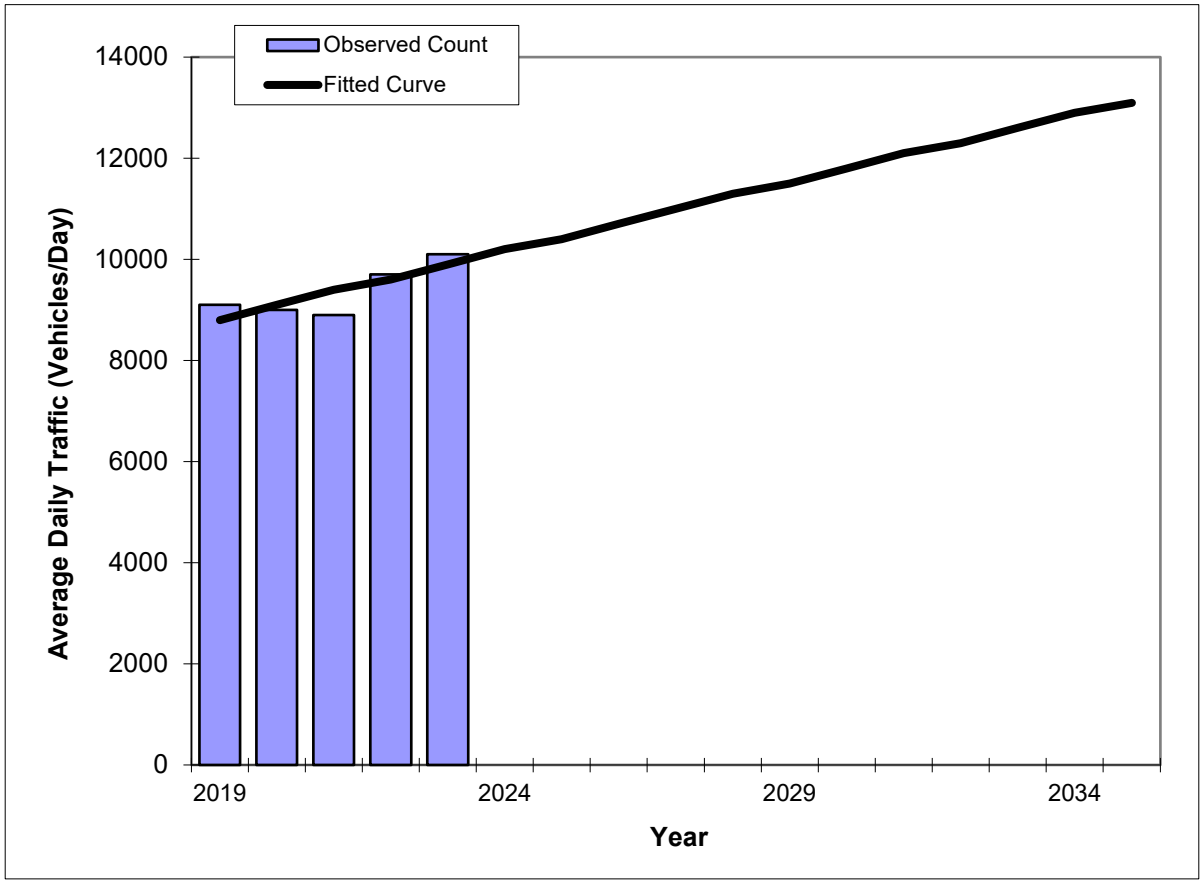
** Annual Trend Increase:	-57
Trend R-squared:	3.4%
Trend Annual Historic Growth Rate:	-0.31%
Trend Growth Rate (2023 to Design Year):	-0.33%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 100 -- CR 205 to US 1

County:	Flagler
Station #:	3
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2019	9100	8800
2020	9000	9100
2021	8900	9400
2022	9700	9600
2023	10100	9900
2025 Opening Year Trend		
2025	N/A	10400
2030 Mid-Year Trend		
2030	N/A	11800
2035 Design Year Trend		
2035	N/A	13100
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

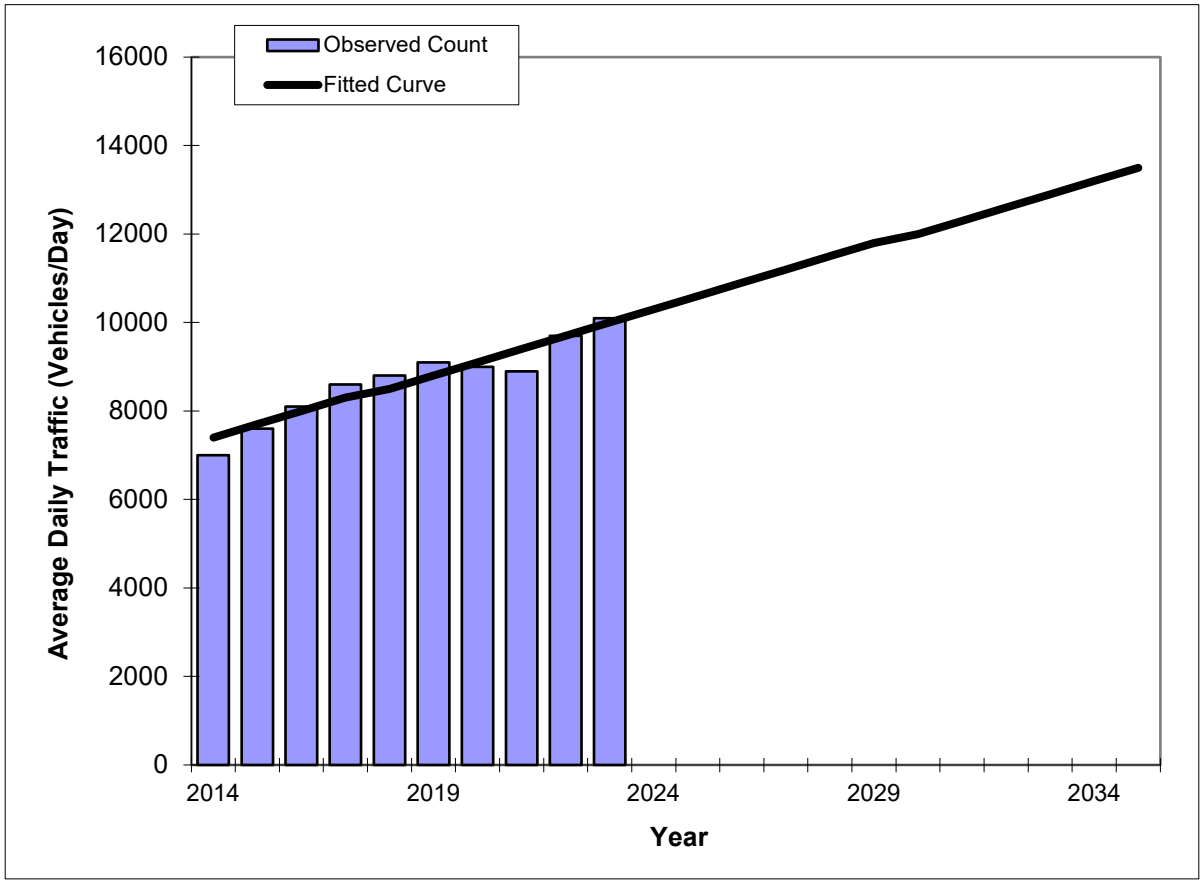
** Annual Trend Increase:	270
Trend R-squared:	68.0%
Trend Annual Historic Growth Rate:	3.13%
Trend Growth Rate (2023 to Design Year):	2.69%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 100 -- CR 205 to US 1

County:	Flagler
Station #:	3
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2014	7000	7400
2015	7600	7700
2016	8100	8000
2017	8600	8300
2018	8800	8500
2019	9100	8800
2020	9000	9100
2021	8900	9400
2022	9700	9700
2023	10100	10000
2025 Opening Year Trend		
2025	N/A	10600
2030 Mid-Year Trend		
2030	N/A	12000
2035 Design Year Trend		
2035	N/A	13500
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	292
Trend R-squared:	90.7%
Trend Annual Historic Growth Rate:	3.90%
Trend Growth Rate (2023 to Design Year):	2.92%
Printed:	9-Apr-25

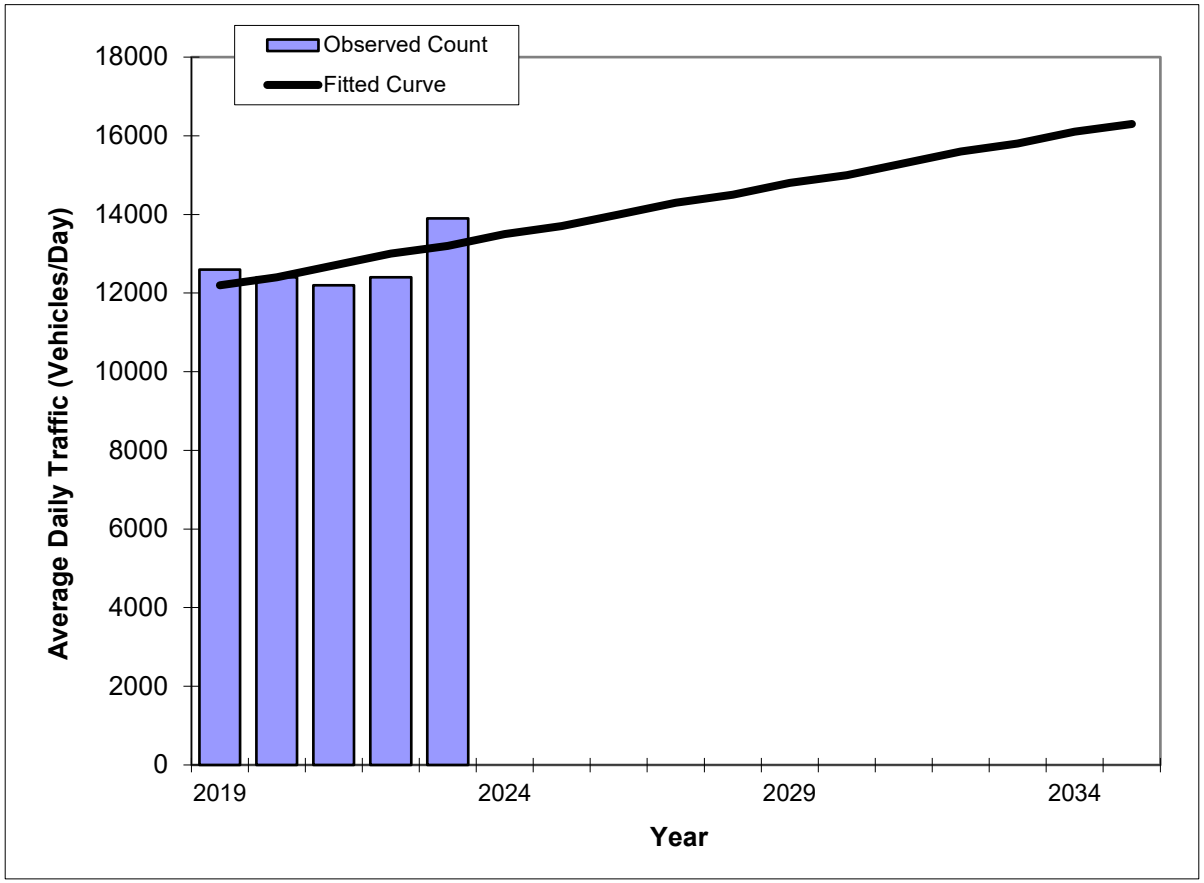
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

SR 100 -- US 1 to Commerce Pkwy

County:	Flagler
Station #:	33
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2019	12600	12200
2020	12400	12400
2021	12200	12700
2022	12400	13000
2023	13900	13200
2025 Opening Year Trend		
2025	N/A	13700
2030 Mid-Year Trend		
2030	N/A	15000
2035 Design Year Trend		
2035	N/A	16300
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

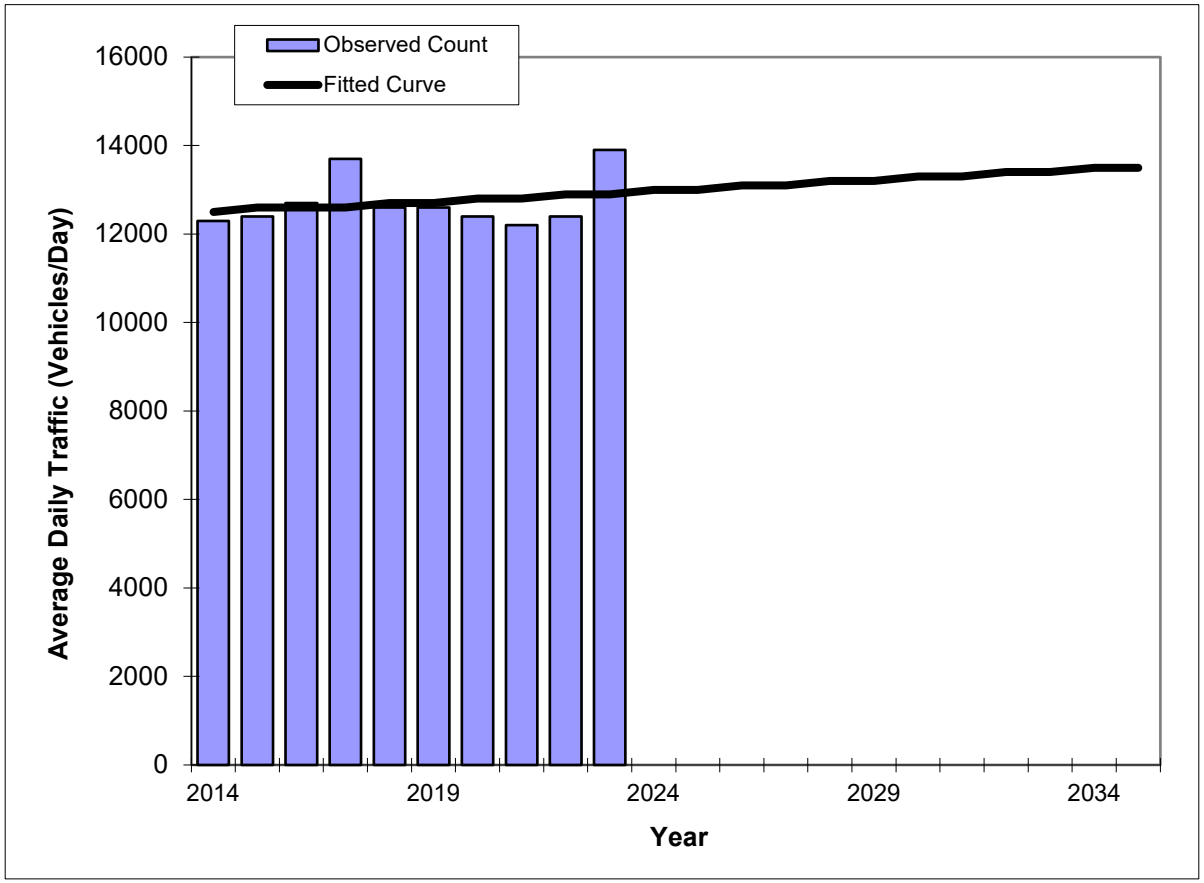
** Annual Trend Increase:	260
Trend R-squared:	36.0%
Trend Annual Historic Growth Rate:	2.05%
Trend Growth Rate (2023 to Design Year):	1.96%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 100 -- US 1 to Commerce Pkwy

County:	Flagler
Station #:	33
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2014	12300	12500
2015	12400	12600
2016	12700	12600
2017	13700	12600
2018	12600	12700
2019	12600	12700
2020	12400	12800
2021	12200	12800
2022	12400	12900
2023	13900	12900
2025 Opening Year Trend		
2025	N/A	13000
2030 Mid-Year Trend		
2030	N/A	13300
2035 Design Year Trend		
2035	N/A	13500
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

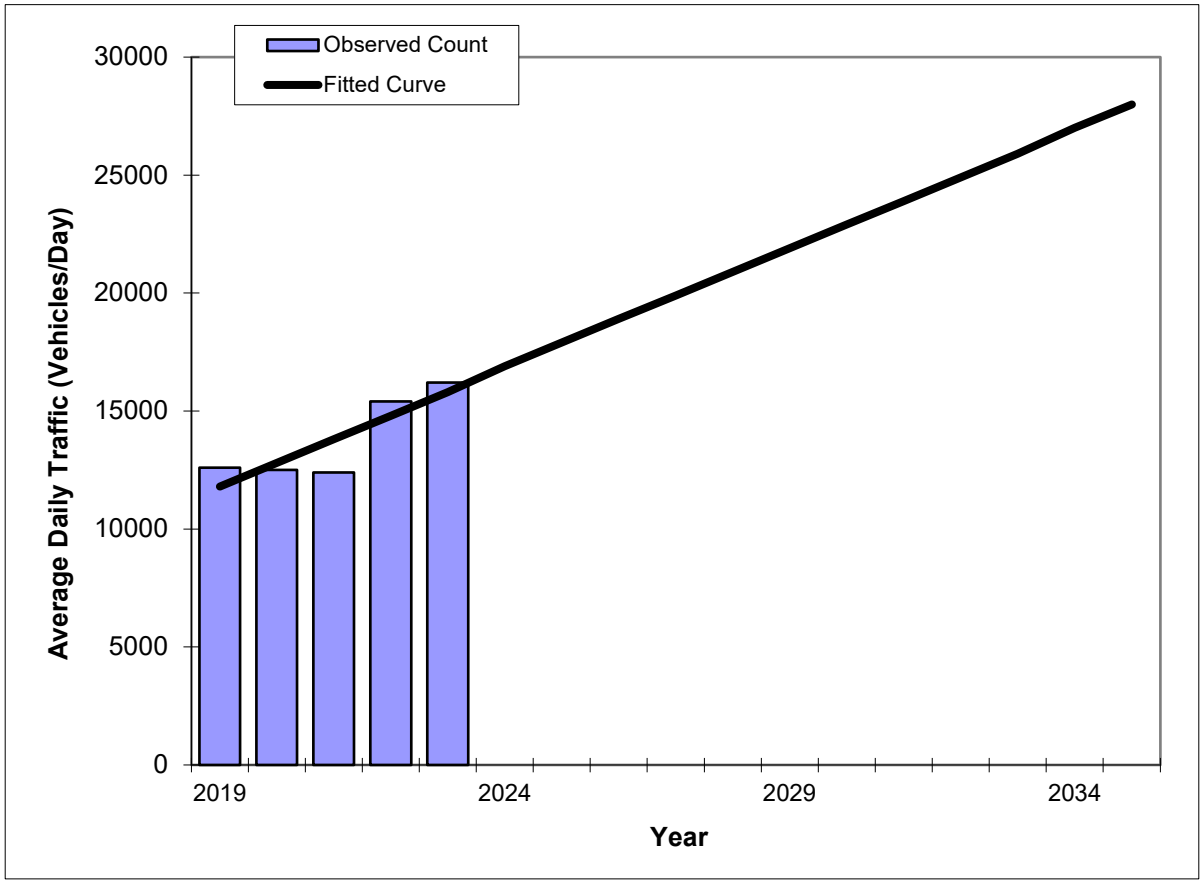
** Annual Trend Increase:	48
Trend R-squared:	6.2%
Trend Annual Historic Growth Rate:	0.36%
Trend Growth Rate (2023 to Design Year):	0.39%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 100 -- Commerce Pkwy to Belle Terre

County:	Flagler
Station #:	54
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2019	12600	11800
2020	12500	12800
2021	12400	13800
2022	15400	14800
2023	16200	15800
2025 Opening Year Trend		
2025	N/A	17900
2030 Mid-Year Trend		
2030	N/A	22900
2035 Design Year Trend		
2035	N/A	28000
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	1,010
Trend R-squared:	76.1%
Trend Annual Historic Growth Rate:	8.47%
Trend Growth Rate (2023 to Design Year):	6.43%
Printed:	9-Apr-25

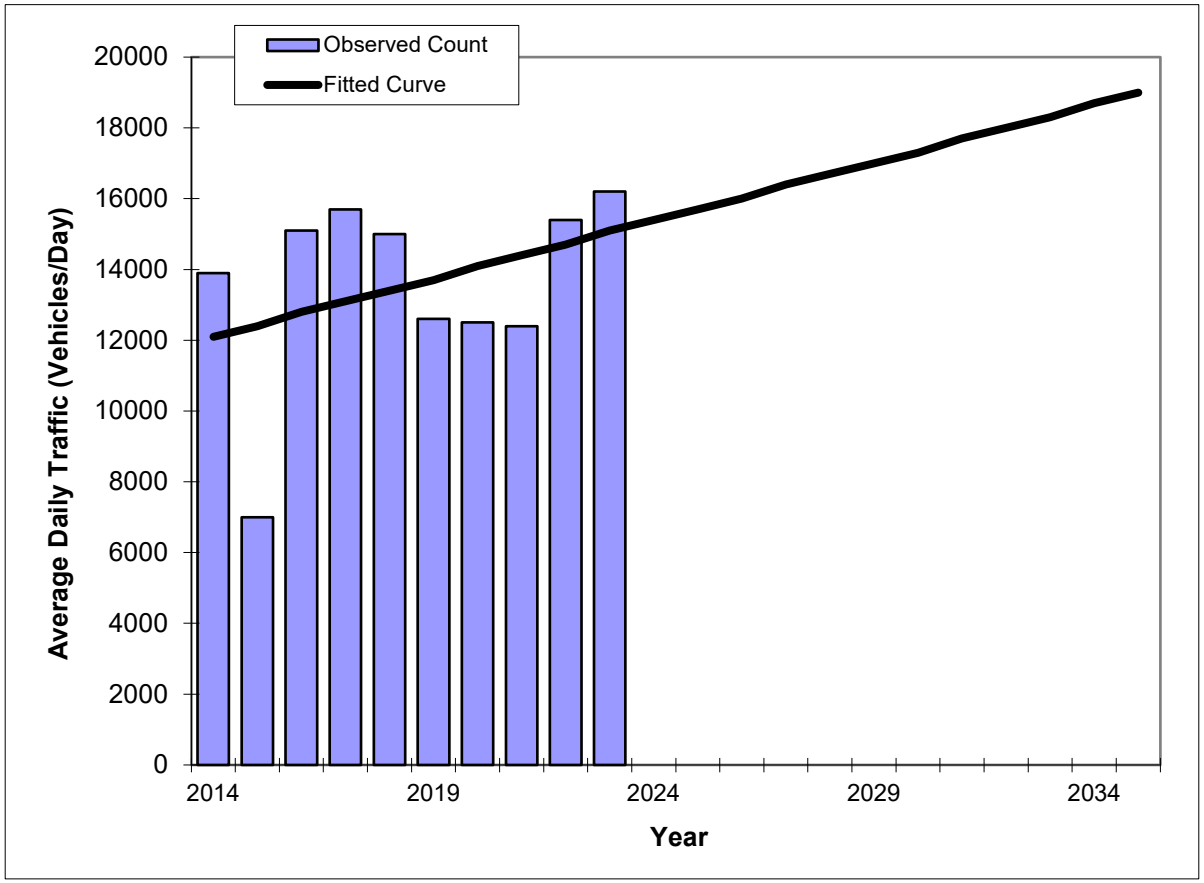
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

SR 100 -- Commerce Pkwy to Belle Terre

County:	Flagler
Station #:	54
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2014	13900	12100
2015	7000	12400
2016	15100	12800
2017	15700	13100
2018	15000	13400
2019	12600	13700
2020	12500	14100
2021	12400	14400
2022	15400	14700
2023	16200	15100
2025 Opening Year Trend		
2025	N/A	15700
2030 Mid-Year Trend		
2030	N/A	17300
2035 Design Year Trend		
2035	N/A	19000
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

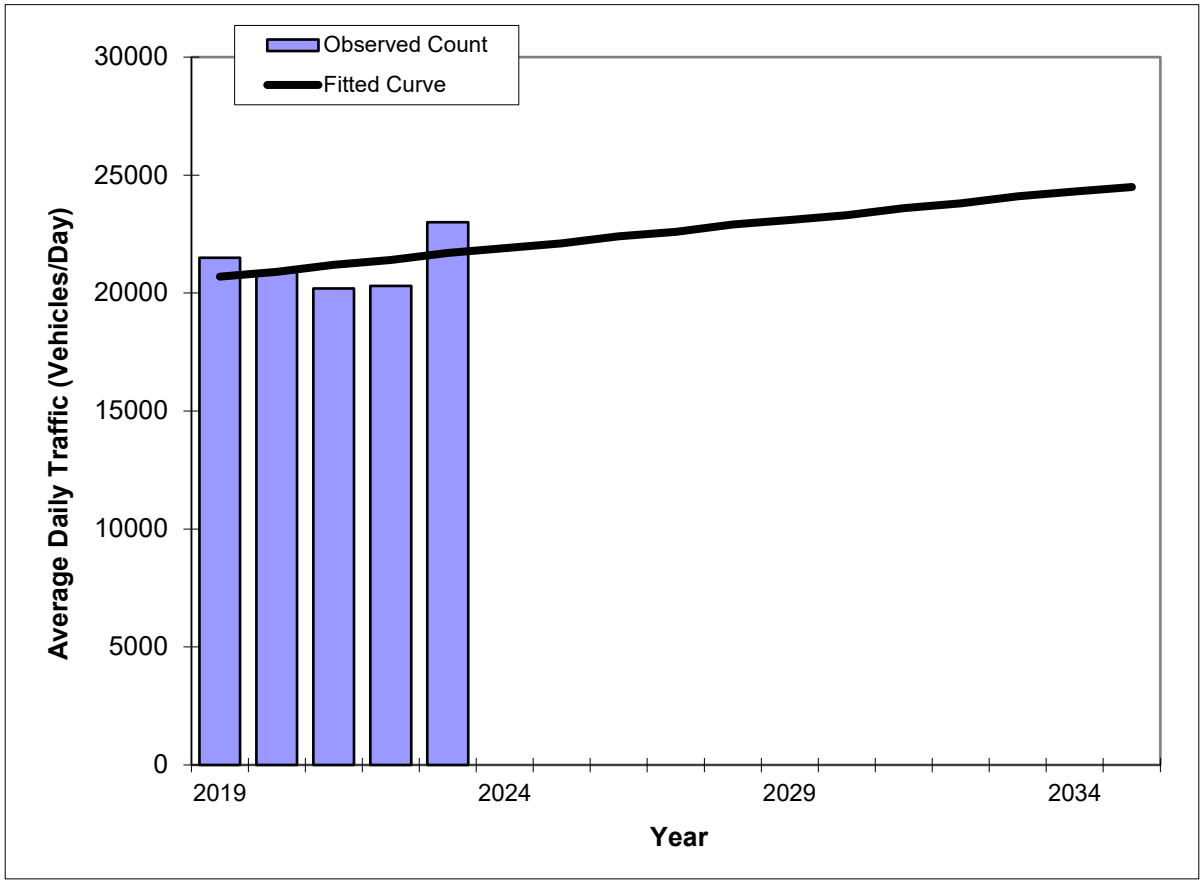
** Annual Trend Increase:	327
Trend R-squared:	13.4%
Trend Annual Historic Growth Rate:	2.75%
Trend Growth Rate (2023 to Design Year):	2.15%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 100 -- Belle Terre to Town Center

County:	Flagler
Station #:	2
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2019	21500	20700
2020	20900	20900
2021	20200	21200
2022	20300	21400
2023	23000	21700
2025 Opening Year Trend		
2025	N/A	22100
2030 Mid-Year Trend		
2030	N/A	23300
2035 Design Year Trend		
2035	N/A	24500
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

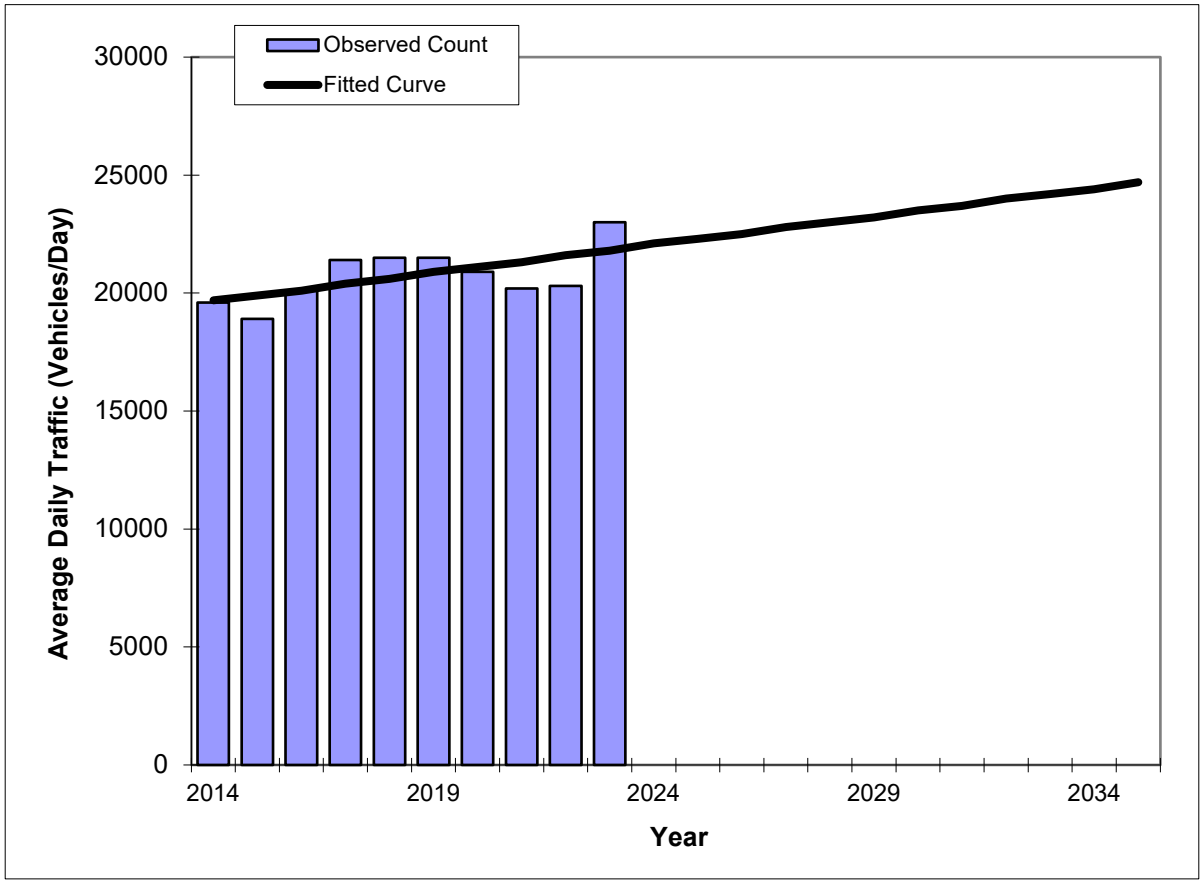
** Annual Trend Increase:	240
Trend R-squared:	11.0%
Trend Annual Historic Growth Rate:	1.21%
Trend Growth Rate (2023 to Design Year):	1.08%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 100 -- Belle Terre to Town Center

County:	Flagler
Station #:	2
Highway:	SR 100



Year	Traffic (ADT/AADT) Count*	Trend**
2014	19600	19700
2015	18900	19900
2016	20100	20100
2017	21400	20400
2018	21500	20600
2019	21500	20900
2020	20900	21100
2021	20200	21300
2022	20300	21600
2023	23000	21800
2025 Opening Year Trend		
2025	N/A	22300
2030 Mid-Year Trend		
2030	N/A	23500
2035 Design Year Trend		
2035	N/A	24700
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	239
Trend R-squared:	38.2%
Trend Annual Historic Growth Rate:	1.18%
Trend Growth Rate (2023 to Design Year):	1.11%
Printed:	9-Apr-25

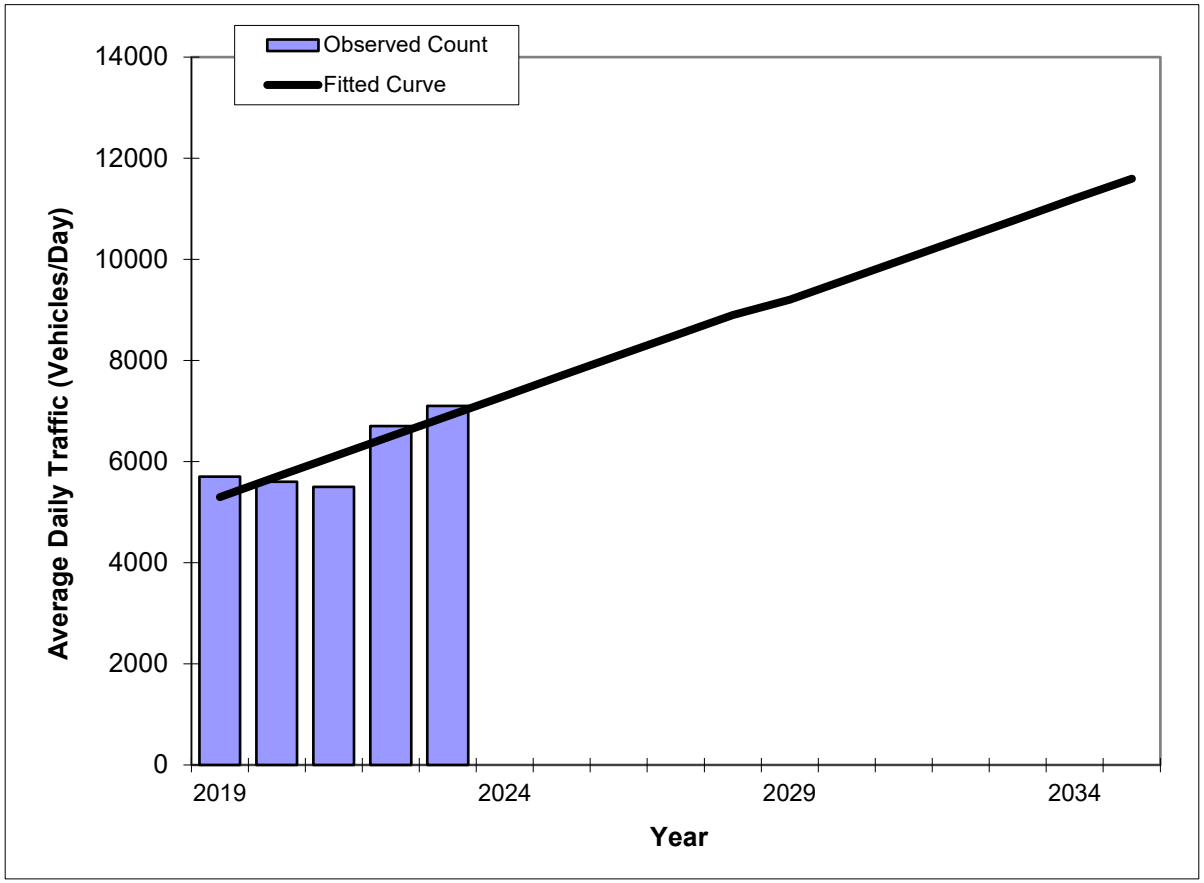
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

SR 11 -- US 1 to Pine Meadows Dr

County:	Flagler
Station #:	5009
Highway:	SR 11



Year	Traffic (ADT/AADT) Count*	Trend**
2019	5700	5300
2020	5600	5700
2021	5500	6100
2022	6700	6500
2023	7100	6900
2025 Opening Year Trend		
2025	N/A	7700
2030 Mid-Year Trend		
2030	N/A	9600
2035 Design Year Trend		
2035	N/A	11600
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

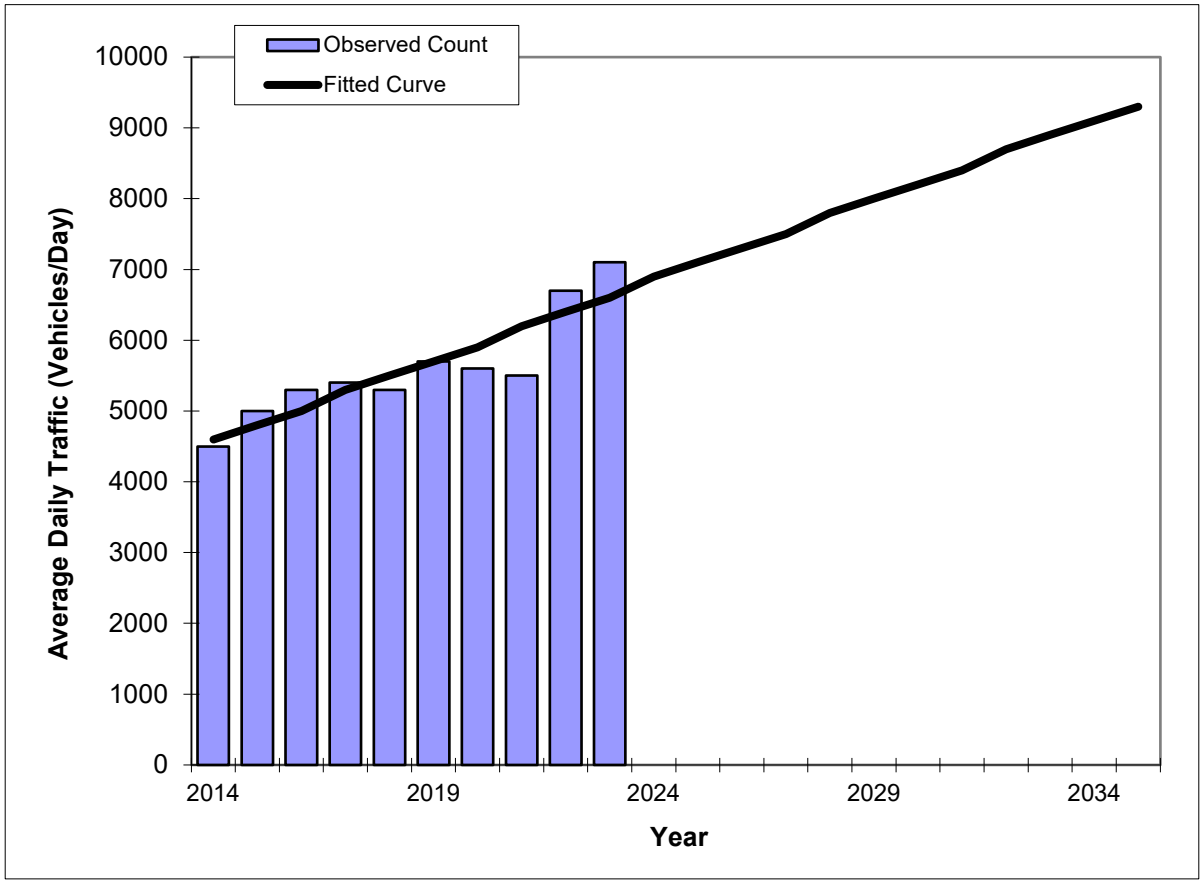
** Annual Trend Increase:	390
Trend R-squared:	71.5%
Trend Annual Historic Growth Rate:	7.55%
Trend Growth Rate (2023 to Design Year):	5.68%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 11 -- US 1 to Pine Meadows Dr

County:	Flagler
Station #:	5009
Highway:	SR 11



Year	Traffic (ADT/AADT) Count*	Trend**
2014	4500	4600
2015	5000	4800
2016	5300	5000
2017	5400	5300
2018	5300	5500
2019	5700	5700
2020	5600	5900
2021	5500	6200
2022	6700	6400
2023	7100	6600
2025 Opening Year Trend		
2025	N/A	7100
2030 Mid-Year Trend		
2030	N/A	8200
2035 Design Year Trend		
2035	N/A	9300
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

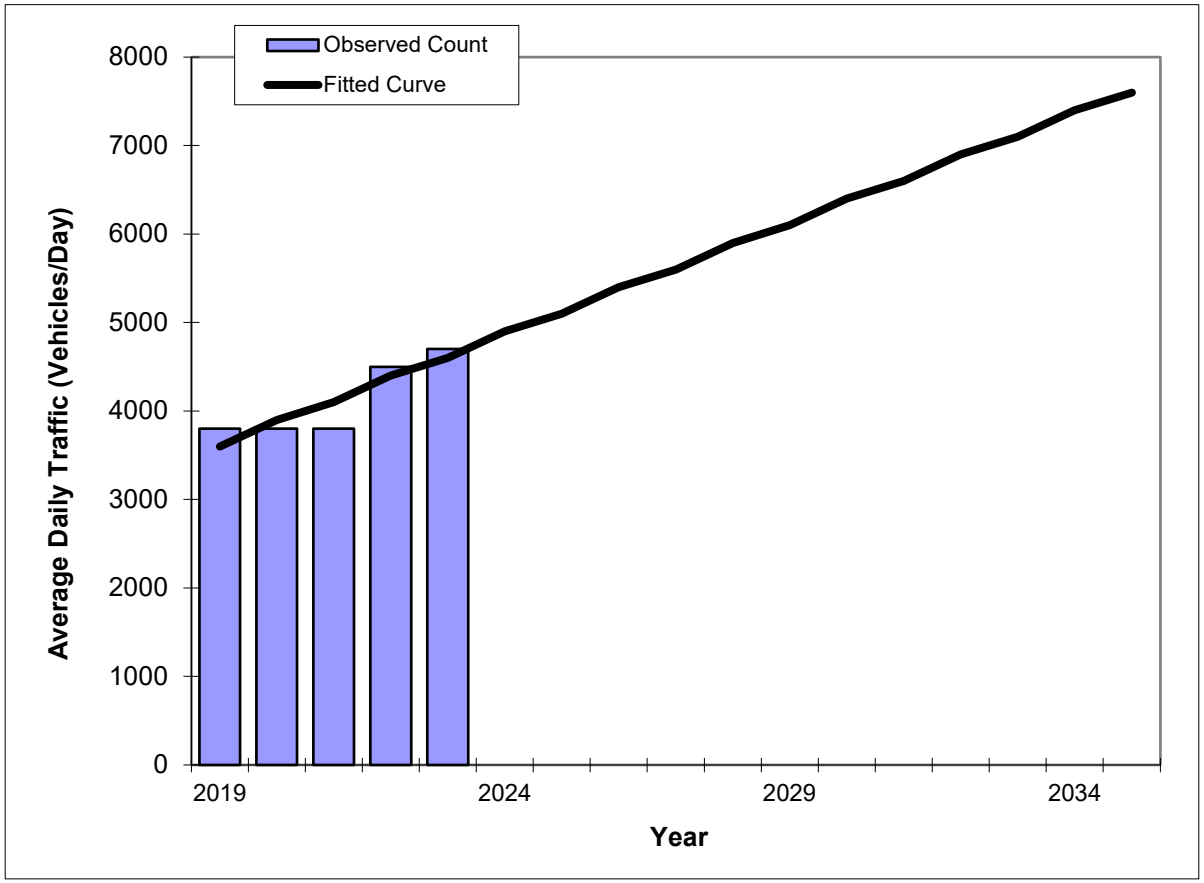
** Annual Trend Increase:	226
Trend R-squared:	80.0%
Trend Annual Historic Growth Rate:	4.83%
Trend Growth Rate (2023 to Design Year):	3.41%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 11 -- Pine Meadows Dr to CR 304

County:	Flagler
Station #:	104
Highway:	SR 11



Year	Traffic (ADT/AADT) Count*	Trend**
2019	3800	3600
2020	3800	3900
2021	3800	4100
2022	4500	4400
2023	4700	4600
2025 Opening Year Trend		
2025	N/A	5100
2030 Mid-Year Trend		
2030	N/A	6400
2035 Design Year Trend		
2035	N/A	7600
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

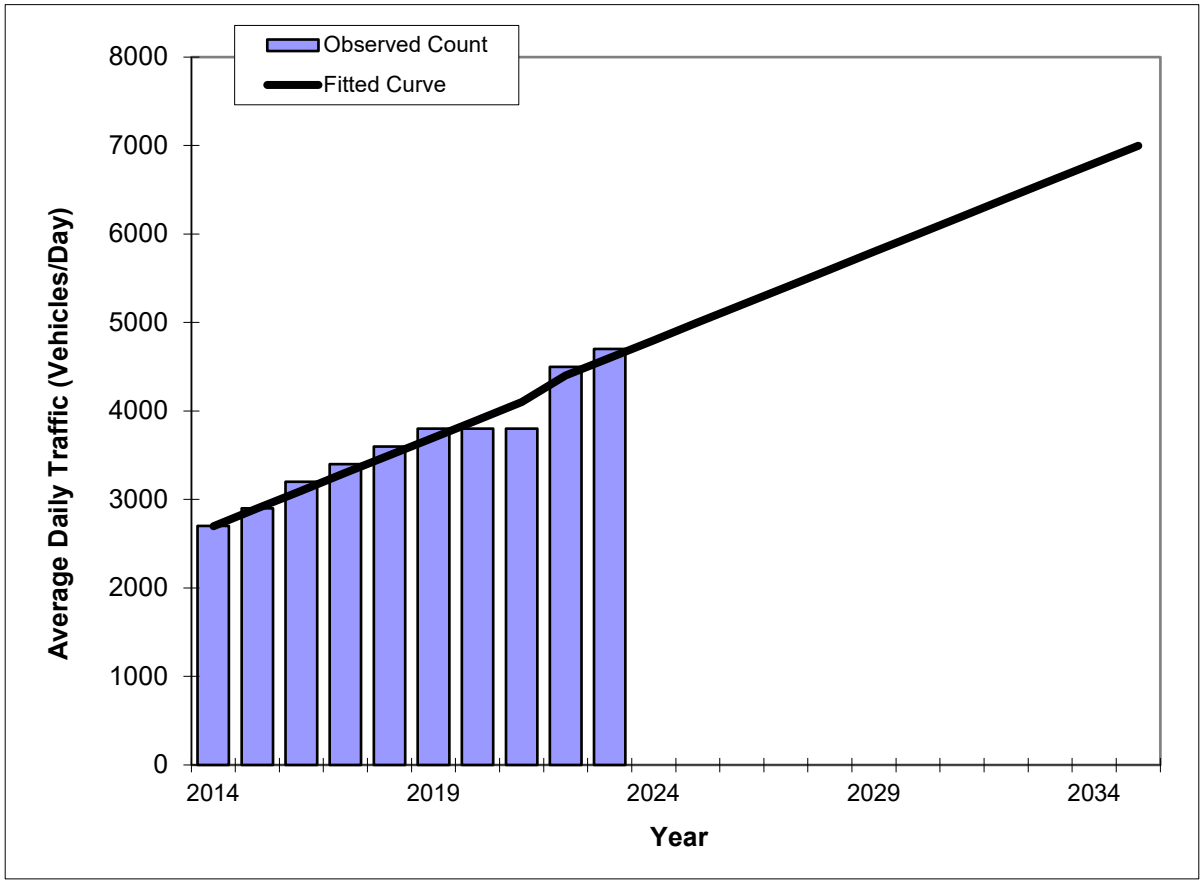
** Annual Trend Increase:	250
Trend R-squared:	79.3%
Trend Annual Historic Growth Rate:	6.94%
Trend Growth Rate (2023 to Design Year):	5.43%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 11 -- Pine Meadows Dr to CR 304

County:	Flagler
Station #:	104
Highway:	SR 11



Year	Traffic (ADT/AADT) Count*	Trend**
2014	2700	2700
2015	2900	2900
2016	3200	3100
2017	3400	3300
2018	3600	3500
2019	3800	3700
2020	3800	3900
2021	3800	4100
2022	4500	4400
2023	4700	4600
2025 Opening Year Trend		
2025	N/A	5000
2030 Mid-Year Trend		
2030	N/A	6000
2035 Design Year Trend		
2035	N/A	7000
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

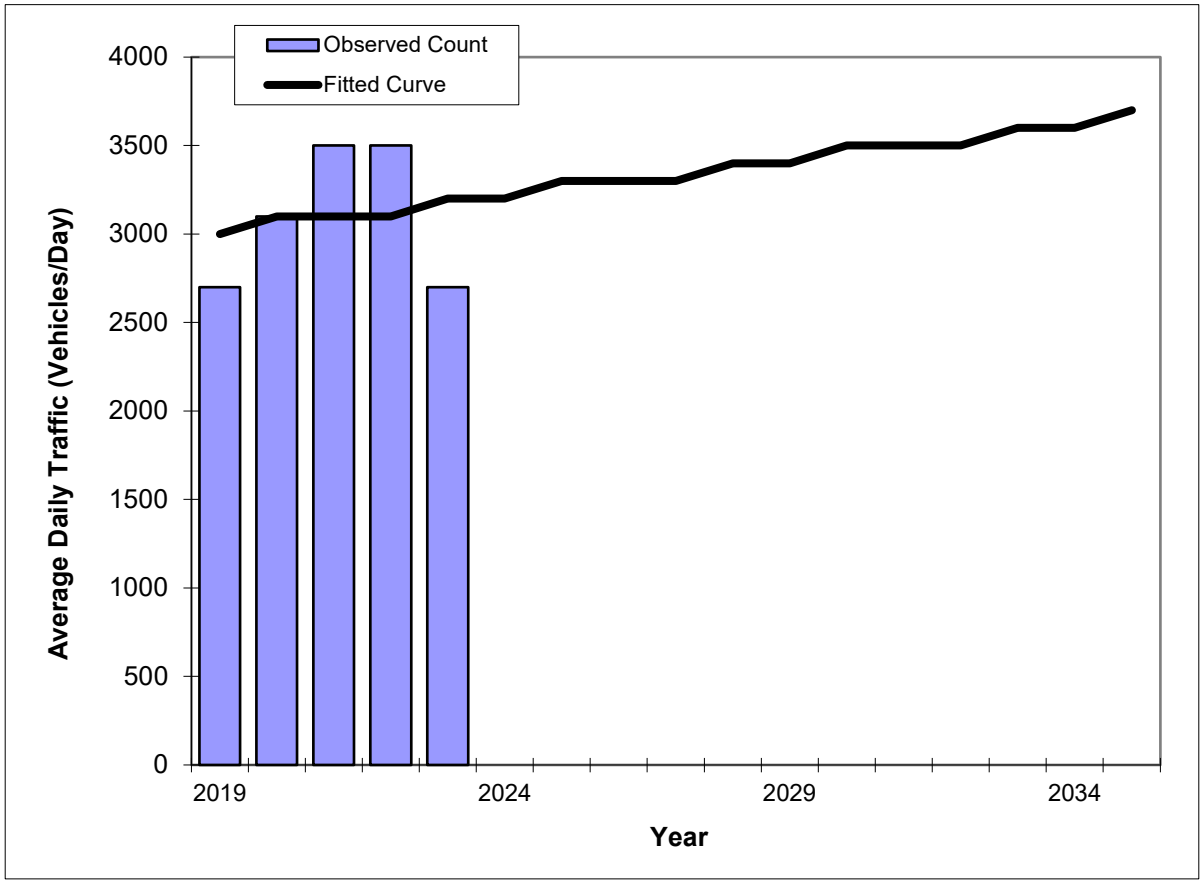
** Annual Trend Increase:	204
Trend R-squared:	94.4%
Trend Annual Historic Growth Rate:	7.82%
Trend Growth Rate (2023 to Design Year):	4.35%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 11 -- CR 204 to Volusia/Flagler Co. Line

County:	Flagler
Station #:	9
Highway:	SR 11



Year	Traffic (ADT/AADT) Count*	Trend**
2019	2700	3000
2020	3100	3100
2021	3500	3100
2022	3500	3100
2023	2700	3200
2025 Opening Year Trend		
2025	N/A	3300
2030 Mid-Year Trend		
2030	N/A	3500
2035 Design Year Trend		
2035	N/A	3700
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

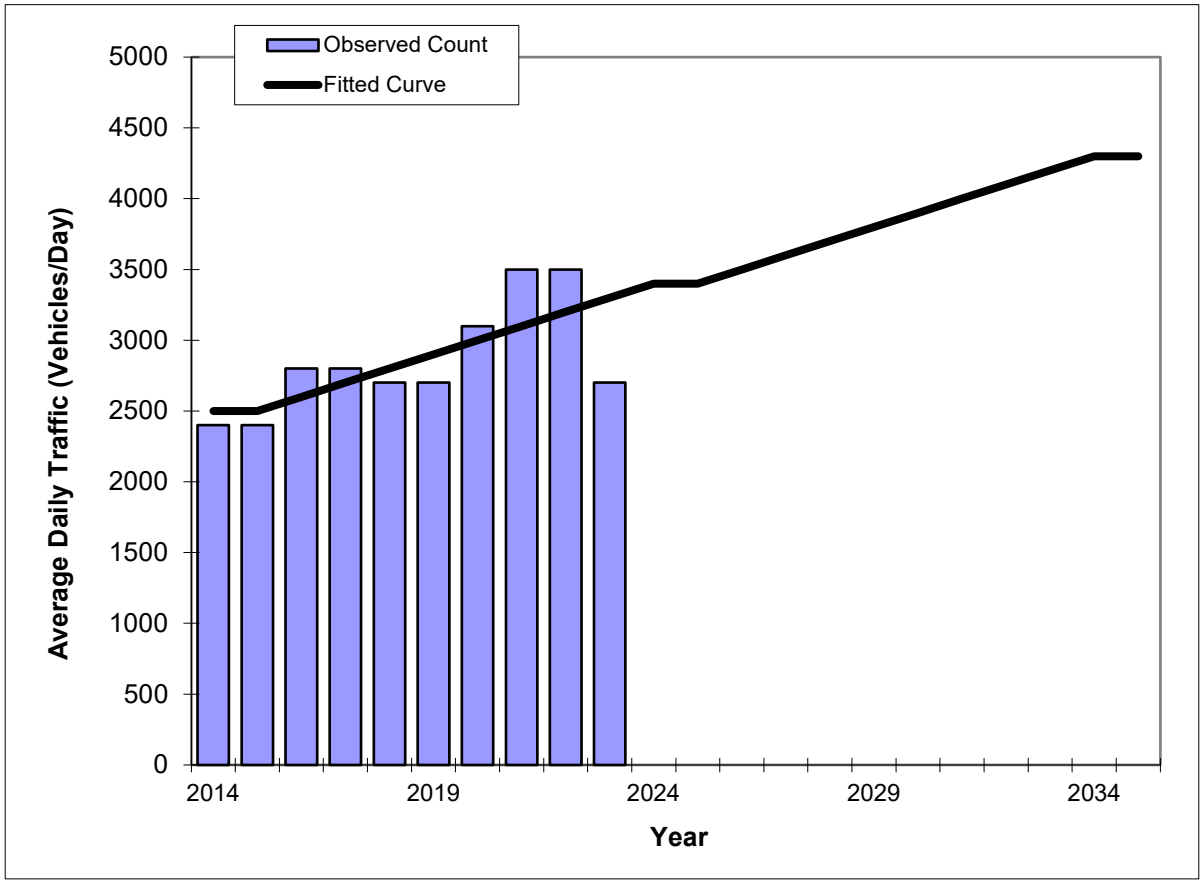
** Annual Trend Increase:	40
Trend R-squared:	2.5%
Trend Annual Historic Growth Rate:	1.67%
Trend Growth Rate (2023 to Design Year):	1.30%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 11 -- CR 204 to Volusia/Flagler Co. Line

County:	Flagler
Station #:	9
Highway:	SR 11



Year	Traffic (ADT/AADT) Count*	Trend**
2014	2400	2500
2015	2400	2500
2016	2800	2600
2017	2800	2700
2018	2700	2800
2019	2700	2900
2020	3100	3000
2021	3500	3100
2022	3500	3200
2023	2700	3300
2025 Opening Year Trend		
2025	N/A	3400
2030 Mid-Year Trend		
2030	N/A	3900
2035 Design Year Trend		
2035	N/A	4300
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

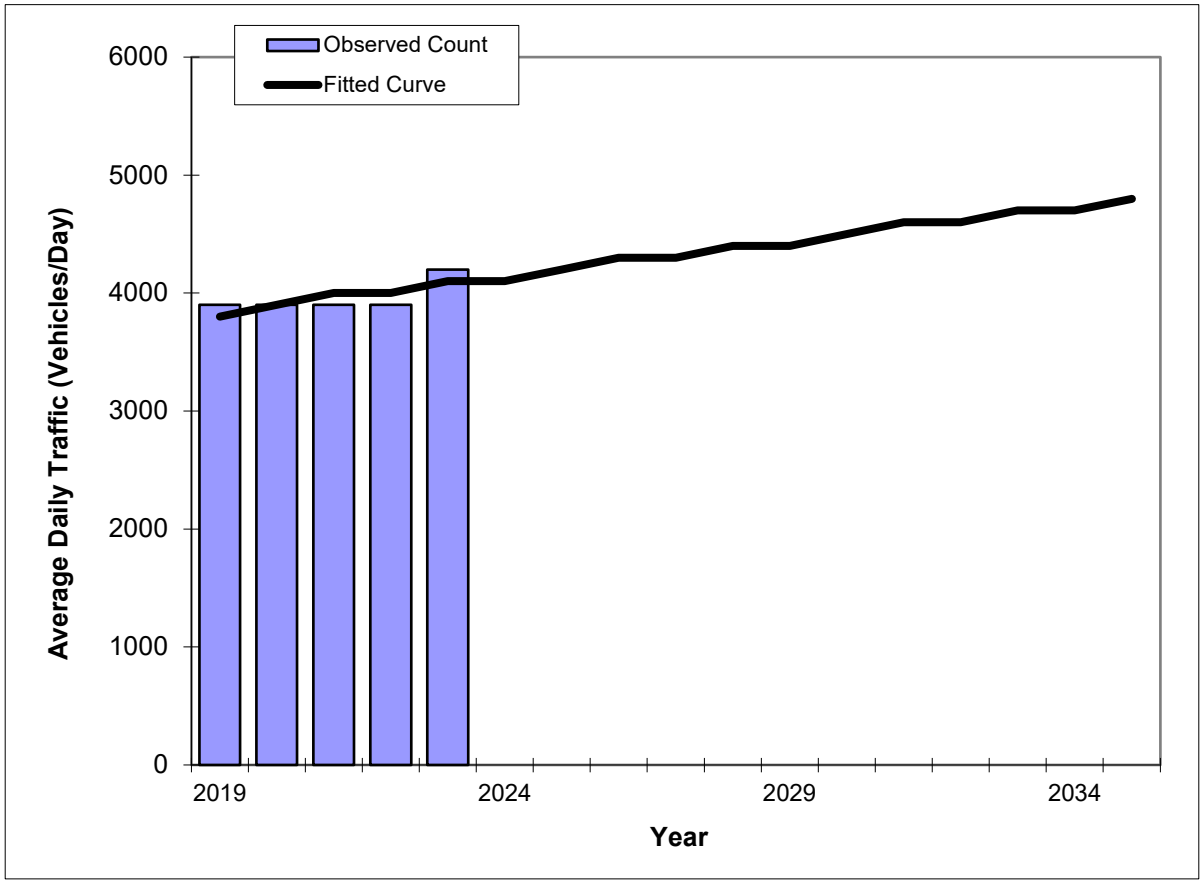
** Annual Trend Increase:	90
Trend R-squared:	48.0%
Trend Annual Historic Growth Rate:	3.56%
Trend Growth Rate (2023 to Design Year):	2.53%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 11 -- Flagler/Volusia Co Line to CR 15A

County:	Volusia
Station #:	527
Highway:	SR 11



Year	Traffic (ADT/AADT) Count*	Trend**
2019	3900	3800
2020	3900	3900
2021	3900	4000
2022	3900	4000
2023	4200	4100
2025 Opening Year Trend		
2025	N/A	4200
2030 Mid-Year Trend		
2030	N/A	4500
2035 Design Year Trend		
2035	N/A	4800
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

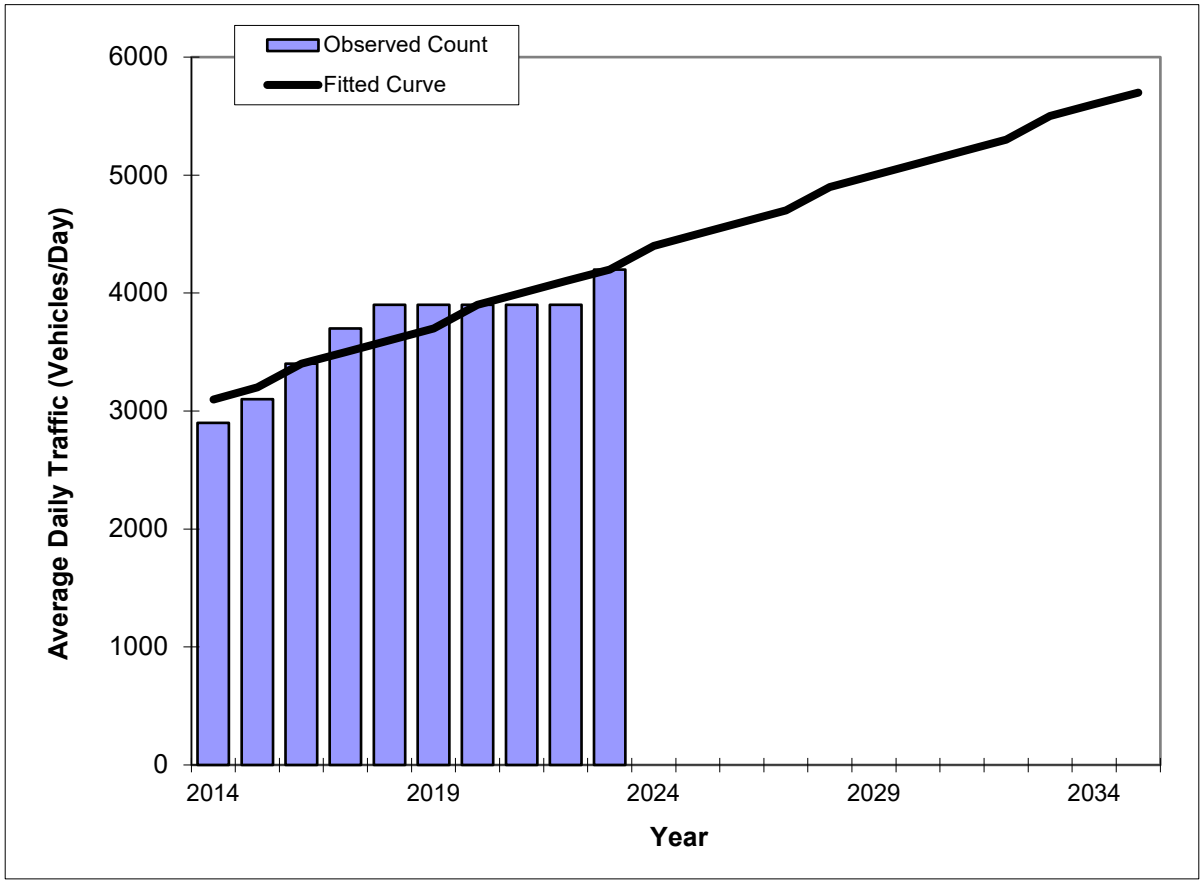
** Annual Trend Increase:	60
Trend R-squared:	50.0%
Trend Annual Historic Growth Rate:	1.97%
Trend Growth Rate (2023 to Design Year):	1.42%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

SR 11 -- Flagler/Volusia Co Line to CR 15A

County:	Volusia
Station #:	527
Highway:	SR 11



Year	Traffic (ADT/AADT) Count*	Trend**
2014	2900	3100
2015	3100	3200
2016	3400	3400
2017	3700	3500
2018	3900	3600
2019	3900	3700
2020	3900	3900
2021	3900	4000
2022	3900	4100
2023	4200	4200
2025 Opening Year Trend		
2025	N/A	4500
2030 Mid-Year Trend		
2030	N/A	5100
2035 Design Year Trend		
2035	N/A	5700
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	124
Trend R-squared:	82.1%
Trend Annual Historic Growth Rate:	3.94%
Trend Growth Rate (2023 to Design Year):	2.98%
Printed:	9-Apr-25

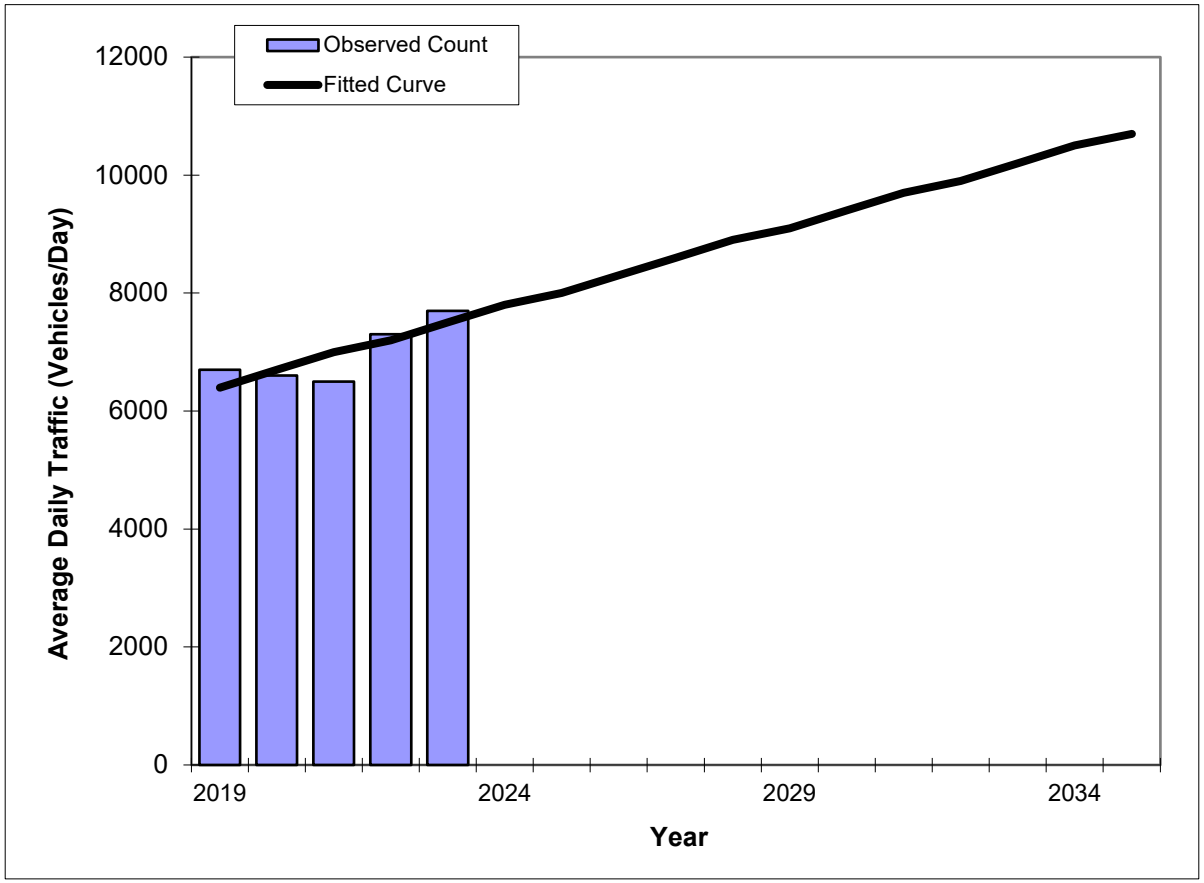
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

SR 11 -- CR 15A to Glenwood

County:	Volusia
Station #:	4
Highway:	SR 11



Year	Traffic (ADT/AADT) Count*	Trend**
2019	6700	6400
2020	6600	6700
2021	6500	7000
2022	7300	7200
2023	7700	7500
2025 Opening Year Trend		
2025	N/A	8000
2030 Mid-Year Trend		
2030	N/A	9400
2035 Design Year Trend		
2035	N/A	10700
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	270
Trend R-squared:	68.0%
Trend Annual Historic Growth Rate:	4.30%
Trend Growth Rate (2023 to Design Year):	3.56%
Printed:	9-Apr-25

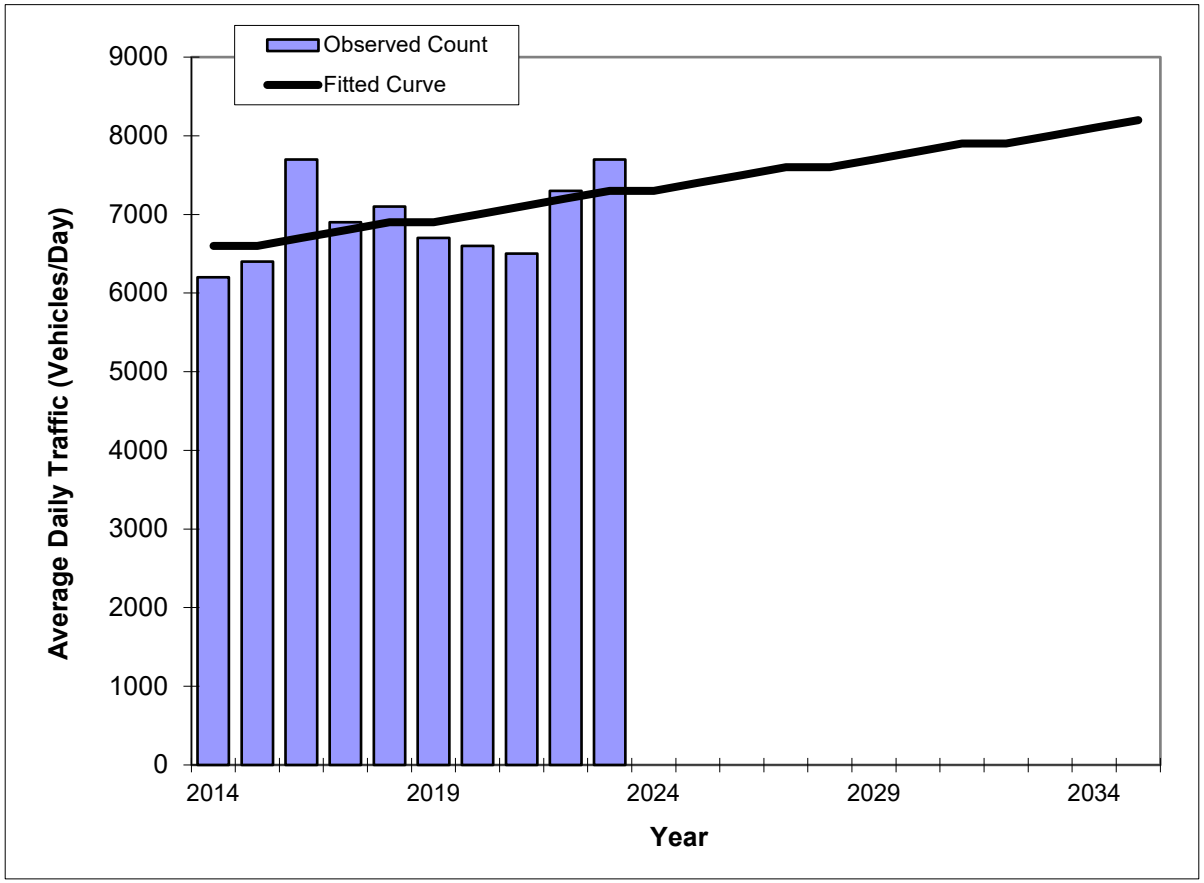
Straight Line Growth Option

***Axle-Adjusted**

TRAFFIC TRENDS

SR 11 -- CR 15A to Glenwood

County:	Volusia
Station #:	4
Highway:	SR 11



Year	Traffic (ADT/AADT) Count*	Trend**
2014	6200	6600
2015	6400	6600
2016	7700	6700
2017	6900	6800
2018	7100	6900
2019	6700	6900
2020	6600	7000
2021	6500	7100
2022	7300	7200
2023	7700	7300
2025 Opening Year Trend		
2025	N/A	7400
2030 Mid-Year Trend		
2030	N/A	7800
2035 Design Year Trend		
2035	N/A	8200
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

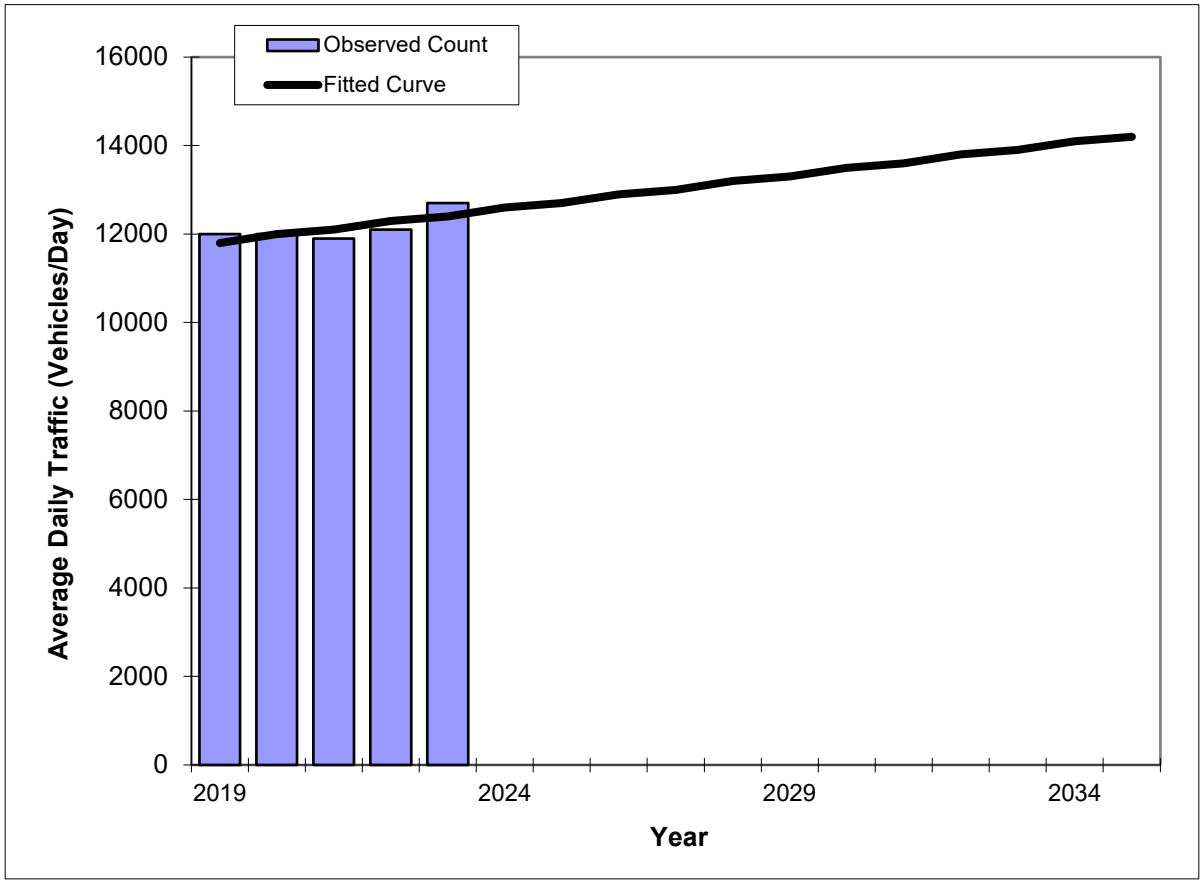
** Annual Trend Increase:	76
Trend R-squared:	18.9%
Trend Annual Historic Growth Rate:	1.18%
Trend Growth Rate (2023 to Design Year):	1.03%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

US 1 -- Matanzas Woods to Palm Coast Pkwy

County:	Flagler
Station #:	102
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2019	12000	11800
2020	12000	12000
2021	11900	12100
2022	12100	12300
2023	12700	12400
2025 Opening Year Trend		
2025	N/A	12700
2030 Mid-Year Trend		
2030	N/A	13500
2035 Design Year Trend		
2035	N/A	14200
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

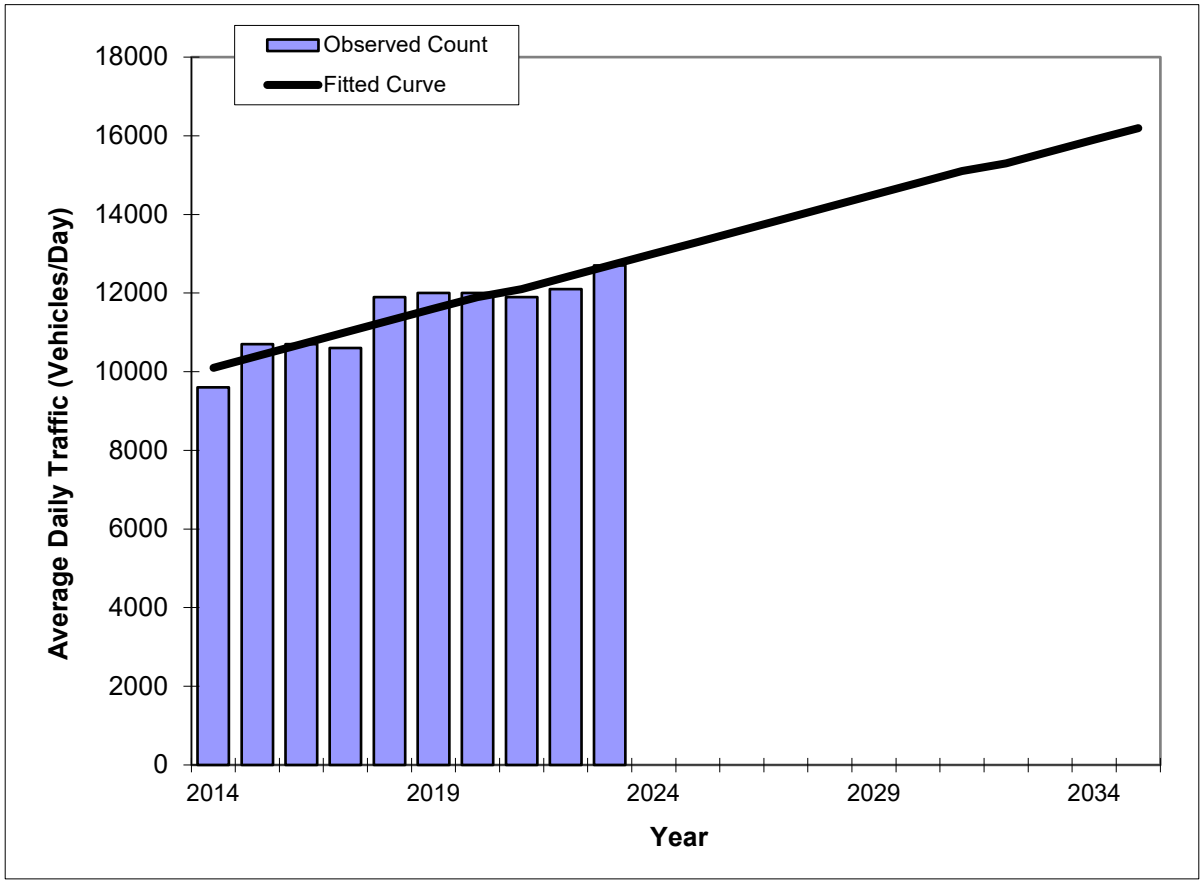
** Annual Trend Increase:	150
Trend R-squared:	54.6%
Trend Annual Historic Growth Rate:	1.27%
Trend Growth Rate (2023 to Design Year):	1.21%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

US 1 -- Matanzas Woods to Palm Coast Pkwy

County:	Flagler
Station #:	102
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2014	9600	10100
2015	10700	10400
2016	10700	10700
2017	10600	11000
2018	11900	11300
2019	12000	11600
2020	12000	11900
2021	11900	12100
2022	12100	12400
2023	12700	12700
2025 Opening Year Trend		
2025	N/A	13300
2030 Mid-Year Trend		
2030	N/A	14800
2035 Design Year Trend		
2035	N/A	16200
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

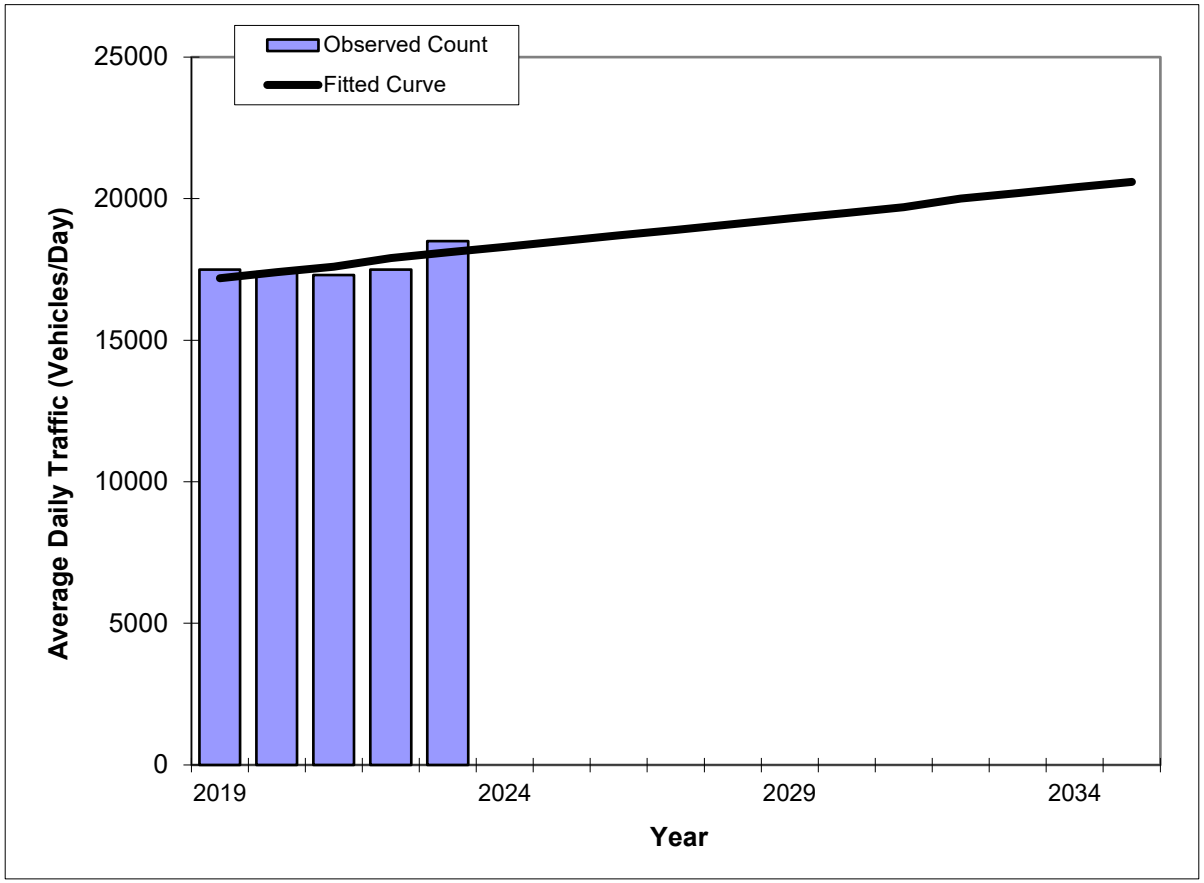
** Annual Trend Increase:	291
Trend R-squared:	84.6%
Trend Annual Historic Growth Rate:	2.86%
Trend Growth Rate (2023 to Design Year):	2.30%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

US 1 -- Palm Coast Pkwy to SR 100

County:	Flagler
Station #:	4
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2019	17500	17200
2020	17400	17400
2021	17300	17600
2022	17500	17900
2023	18500	18100
2025 Opening Year Trend		
2025	N/A	18500
2030 Mid-Year Trend		
2030	N/A	19500
2035 Design Year Trend		
2035	N/A	20600
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

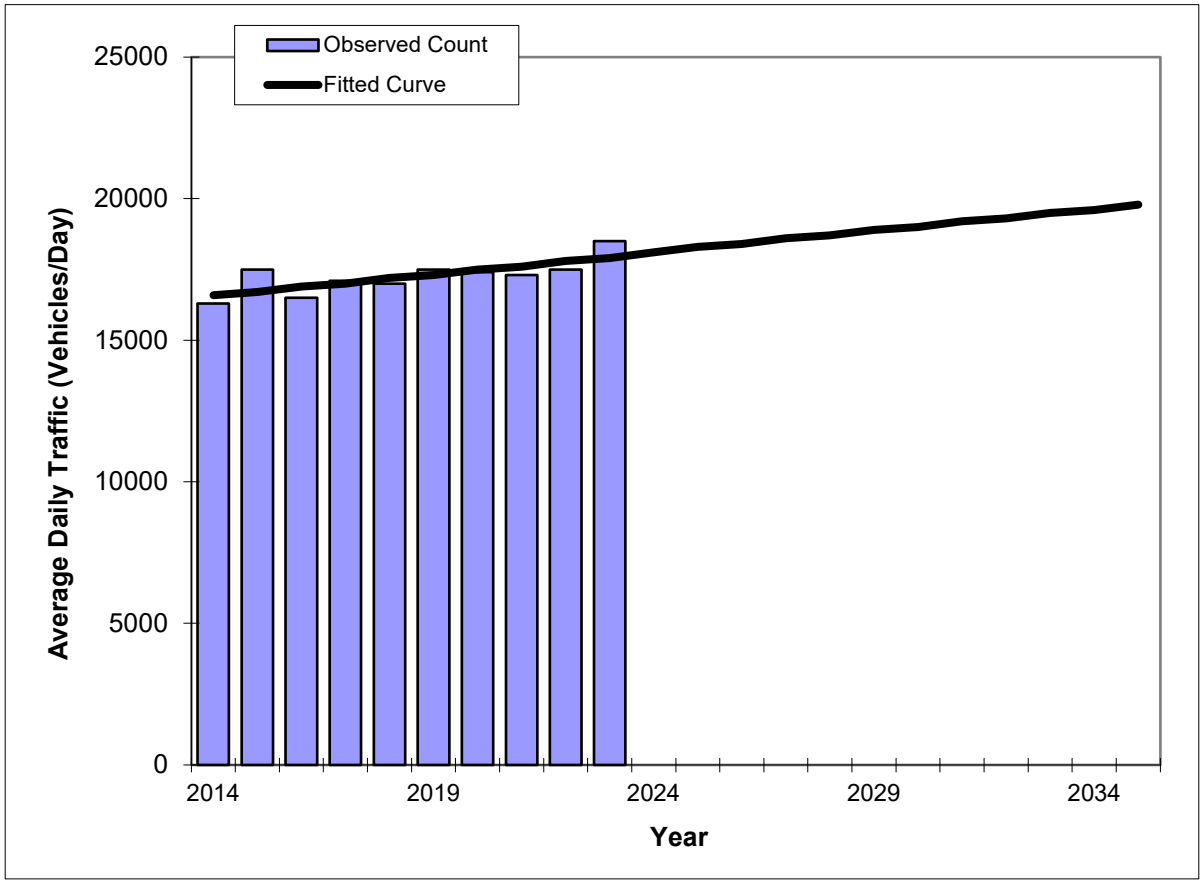
** Annual Trend Increase:	210
Trend R-squared:	46.3%
Trend Annual Historic Growth Rate:	1.31%
Trend Growth Rate (2023 to Design Year):	1.15%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

US 1 -- Palm Coast Pkwy to SR 100

County:	Flagler
Station #:	4
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2014	16300	16600
2015	17500	16700
2016	16500	16900
2017	17100	17000
2018	17000	17200
2019	17500	17300
2020	17400	17500
2021	17300	17600
2022	17500	17800
2023	18500	17900
2025 Opening Year Trend		
2025	N/A	18300
2030 Mid-Year Trend		
2030	N/A	19000
2035 Design Year Trend		
2035	N/A	19800
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	153
Trend R-squared:	57.9%
Trend Annual Historic Growth Rate:	0.87%
Trend Growth Rate (2023 to Design Year):	0.88%
Printed:	9-Apr-25

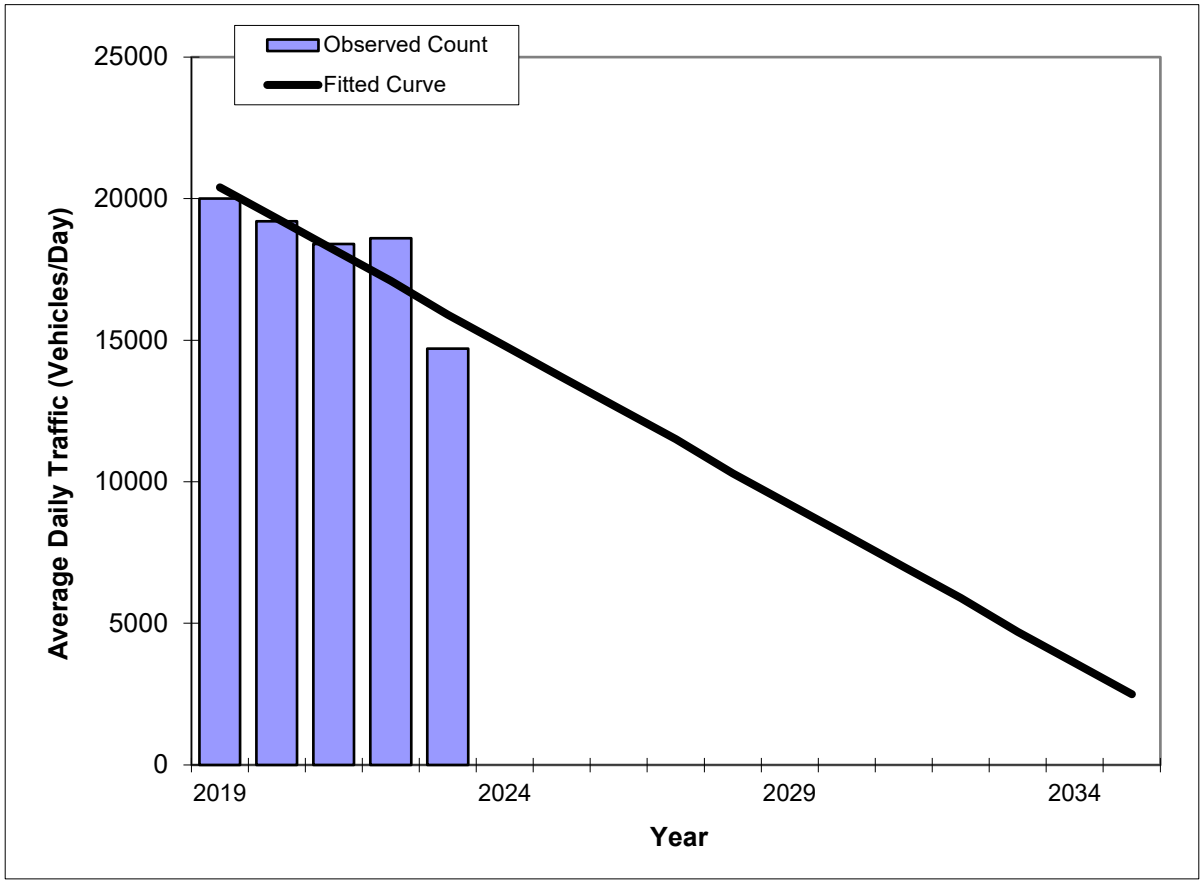
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

US 1 -- SR 100 to SR 11

County:	Flagler
Station #:	13
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2019	20000	20400
2020	19200	19300
2021	18400	18200
2022	18600	17100
2023	14700	15900
2025 Opening Year Trend		
2025	N/A	13700
2030 Mid-Year Trend		
2030	N/A	8100
2035 Design Year Trend		
2035	N/A	2500
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

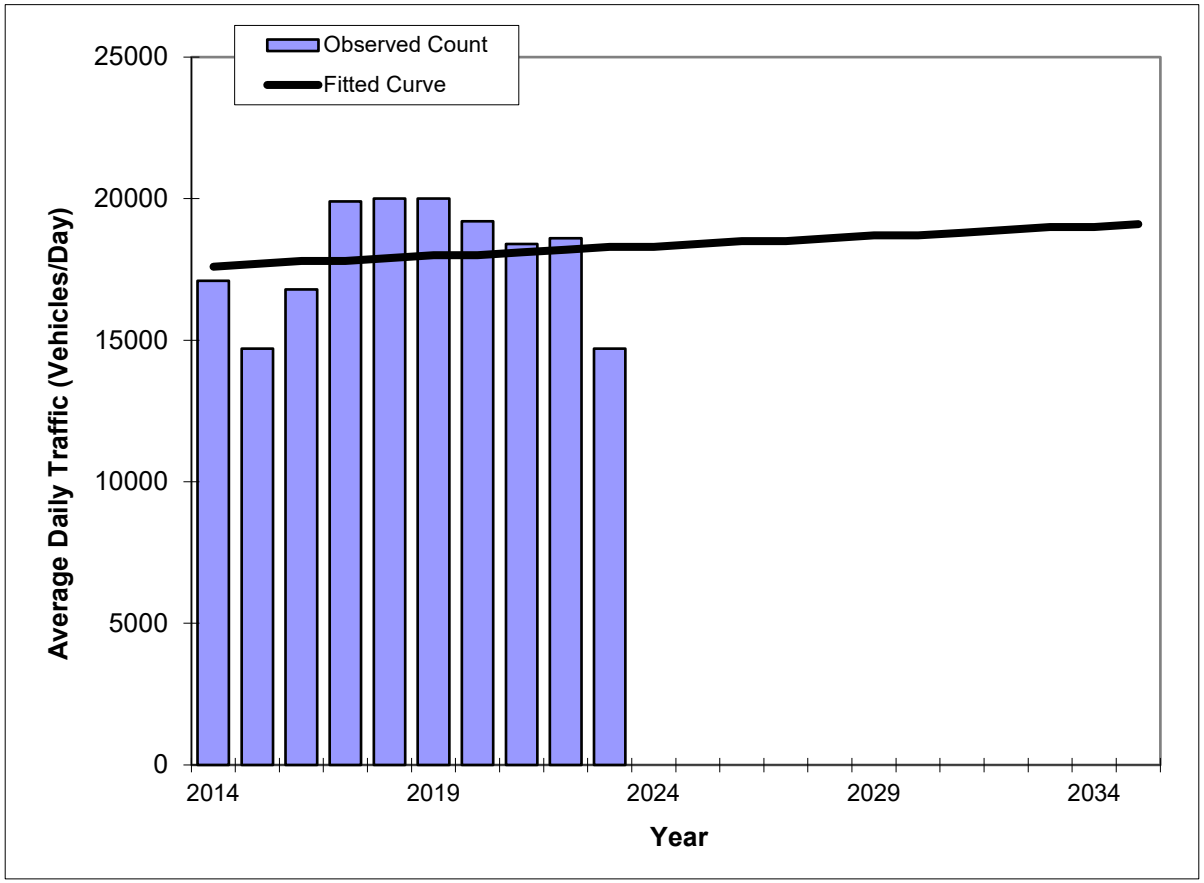
** Annual Trend Increase:	-1,120
Trend R-squared:	75.2%
Trend Annual Historic Growth Rate:	-5.51%
Trend Growth Rate (2023 to Design Year):	-7.02%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

US 1 -- SR 100 to SR 11

County:	Flagler
Station #:	13
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2014	17100	17600
2015	14700	17700
2016	16800	17800
2017	19900	17800
2018	20000	17900
2019	20000	18000
2020	19200	18000
2021	18400	18100
2022	18600	18200
2023	14700	18300
2025 Opening Year Trend		
2025	N/A	18400
2030 Mid-Year Trend		
2030	N/A	18700
2035 Design Year Trend		
2035	N/A	19100
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

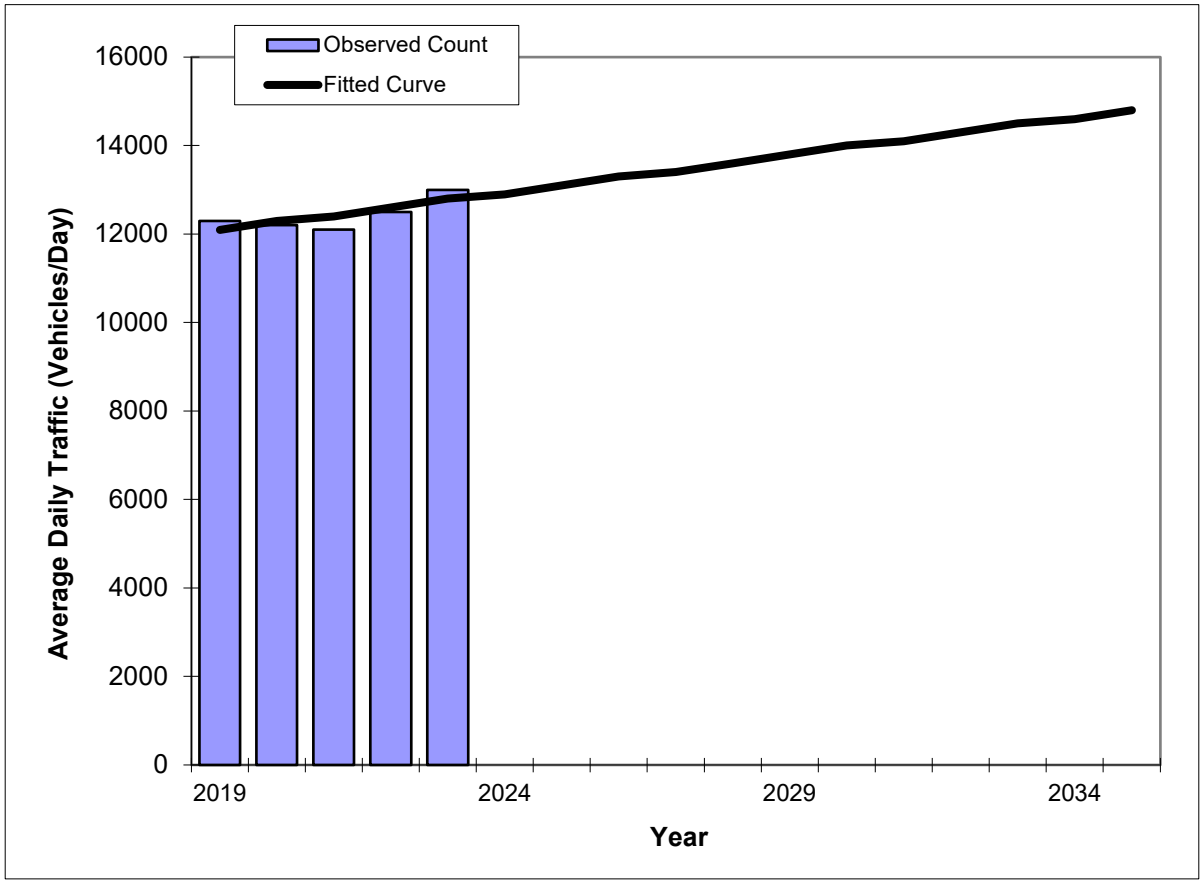
** Annual Trend Increase:	70
Trend R-squared:	1.1%
Trend Annual Historic Growth Rate:	0.44%
Trend Growth Rate (2023 to Design Year):	0.36%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

US 1 -- SR 11 to CR 304

County:	Flagler
Station #:	5003
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2019	12300	12100
2020	12200	12300
2021	12100	12400
2022	12500	12600
2023	13000	12800
2025 Opening Year Trend		
2025	N/A	13100
2030 Mid-Year Trend		
2030	N/A	14000
2035 Design Year Trend		
2035	N/A	14800
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

** Annual Trend Increase:	170
Trend R-squared:	56.9%
Trend Annual Historic Growth Rate:	1.45%
Trend Growth Rate (2023 to Design Year):	1.30%
Printed:	9-Apr-25

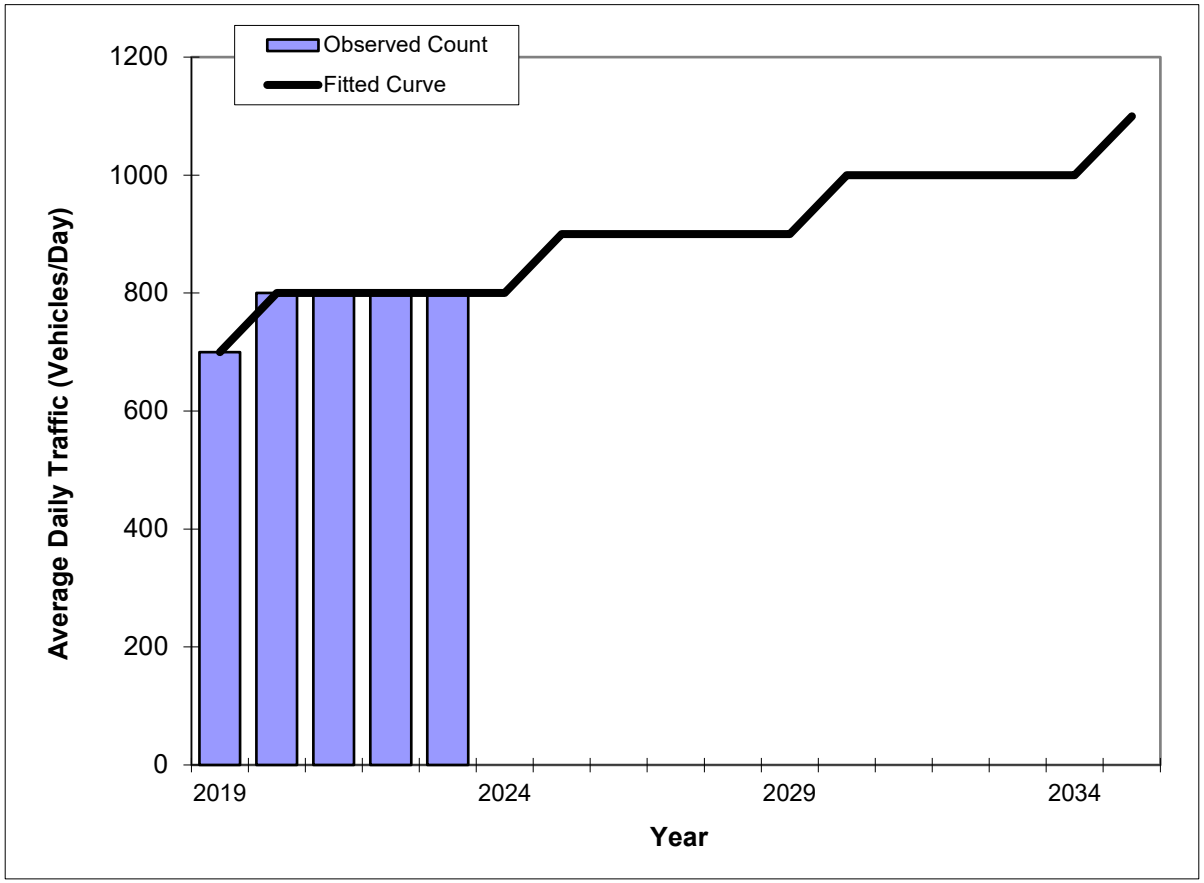
Straight Line Growth Option

P

TRAFFIC TRENDS

CR 205 -- SR 100 to CR 13

County:	Flagler
Station #:	8028
Highway:	CR 205



Year	Traffic (ADT/AADT) Count*	Trend**
2019	700	700
2020	800	800
2021	800	800
2022	800	800
2023	800	800
2025 Opening Year Trend		
2025	N/A	900
2030 Mid-Year Trend		
2030	N/A	1000
2035 Design Year Trend		
2035	N/A	1100
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	20
Trend R-squared:	50.0%
Trend Annual Historic Growth Rate:	3.57%
Trend Growth Rate (2023 to Design Year):	3.13%
Printed:	9-Apr-25

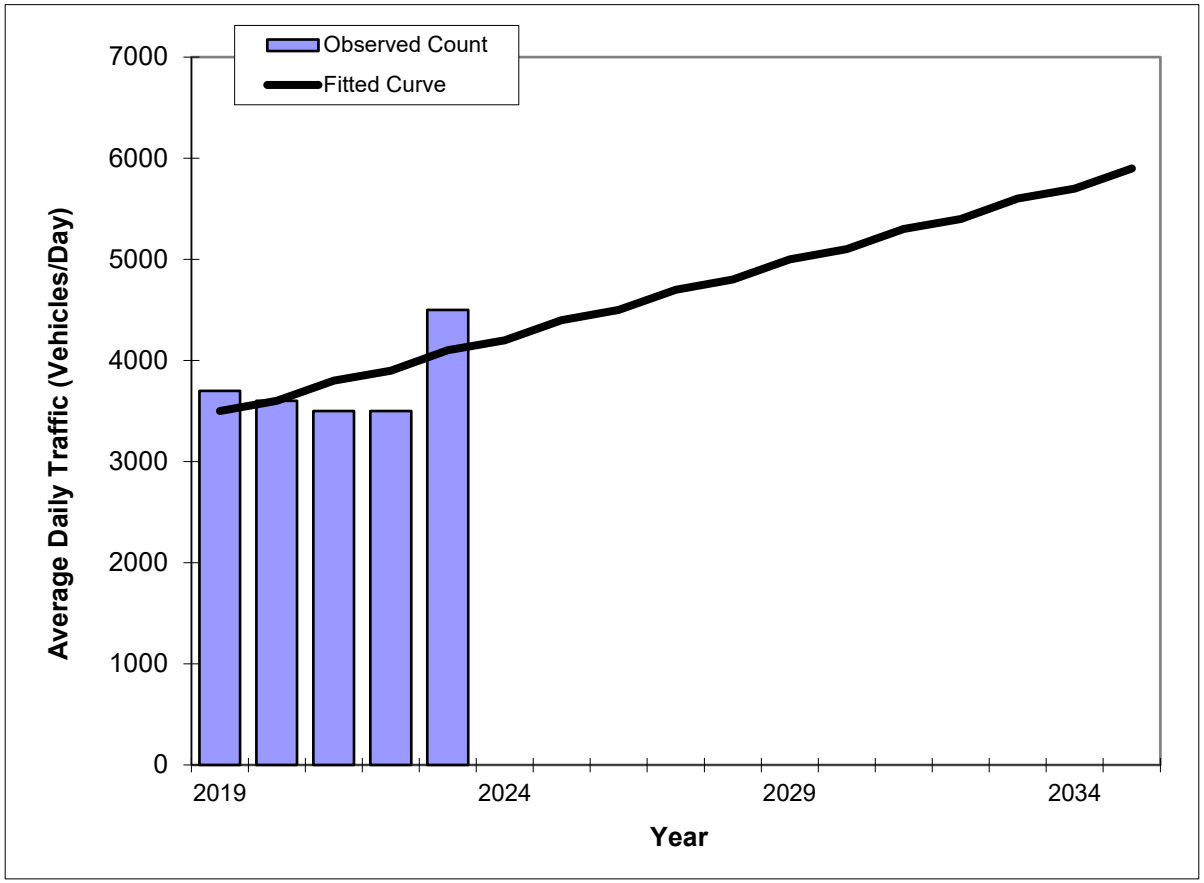
Straight Line Growth Option

***Axle-Adjusted**

TRAFFIC TRENDS

CR 302 -- SR 100 to CR 305

County:	Flagler
Station #:	8019
Highway:	CR 302



Year	Traffic (ADT/AADT) Count*	Trend**
2019	3700	3500
2020	3600	3600
2021	3500	3800
2022	3500	3900
2023	4500	4100
2025 Opening Year Trend		
2025	N/A	4400
2030 Mid-Year Trend		
2030	N/A	5100
2035 Design Year Trend		
2035	N/A	5900
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

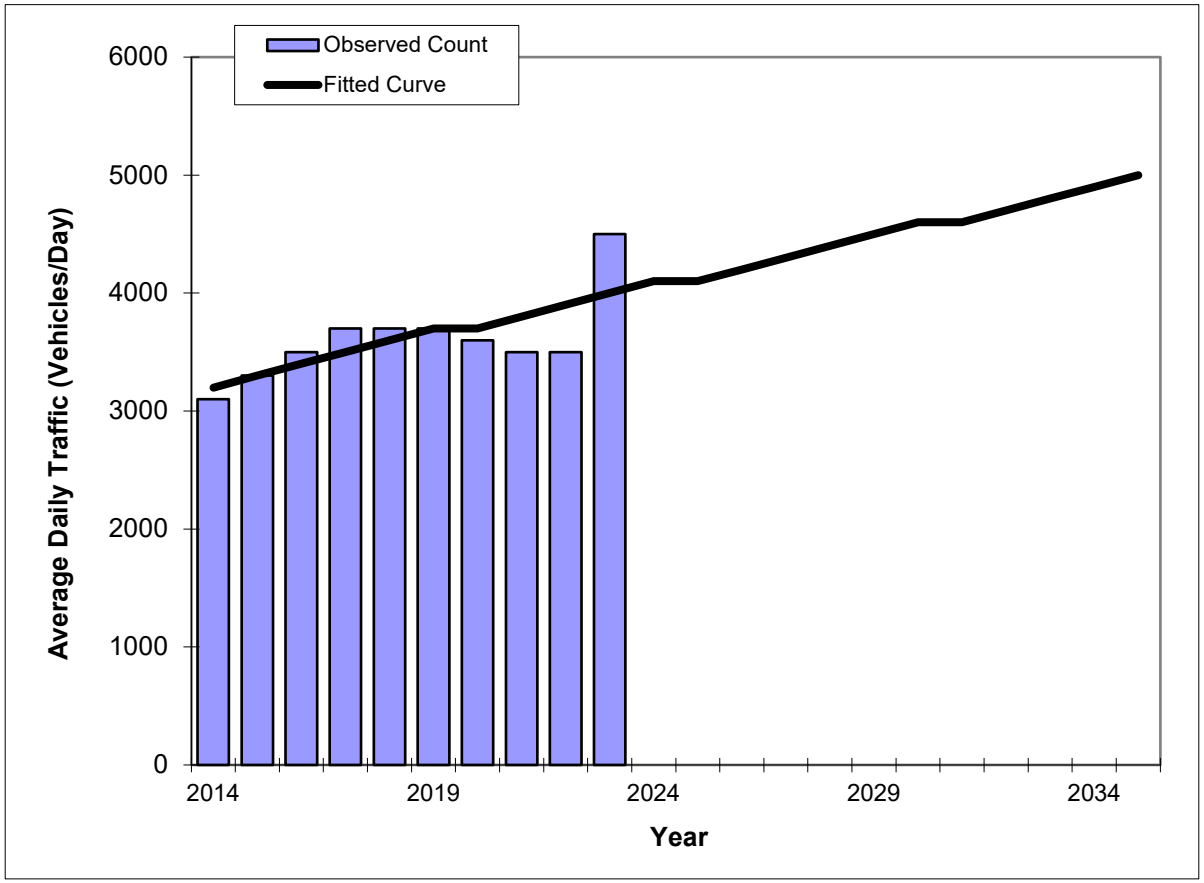
** Annual Trend Increase:	150
Trend R-squared:	31.6%
Trend Annual Historic Growth Rate:	4.29%
Trend Growth Rate (2023 to Design Year):	3.66%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

CR 302 -- SR 100 to CR 305

County:	Flagler
Station #:	8019
Highway:	CR 302



Year	Traffic (ADT/AADT) Count*	Trend**
2014	3100	3200
2015	3300	3300
2016	3500	3400
2017	3700	3500
2018	3700	3600
2019	3700	3700
2020	3600	3700
2021	3500	3800
2022	3500	3900
2023	4500	4000
2025 Opening Year Trend		
2025	N/A	4100
2030 Mid-Year Trend		
2030	N/A	4600
2035 Design Year Trend		
2035	N/A	5000
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

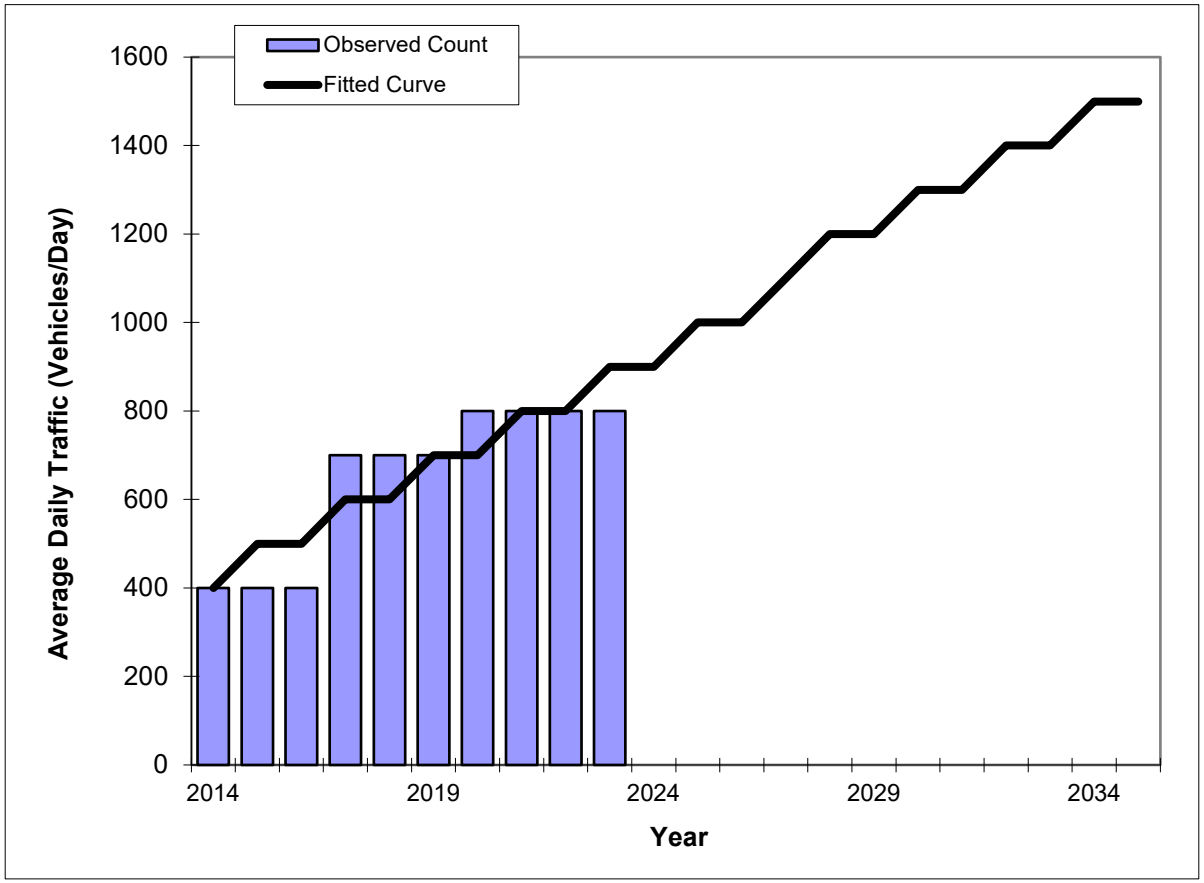
** Annual Trend Increase:	83
Trend R-squared:	47.0%
Trend Annual Historic Growth Rate:	2.78%
Trend Growth Rate (2023 to Design Year):	2.08%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

CR 205 -- SR 100 to CR 13

County:	Flagler
Station #:	8028
Highway:	CR 205



Year	Traffic (ADT/AADT) Count*	Trend**
2014	400	400
2015	400	500
2016	400	500
2017	700	600
2018	700	600
2019	700	700
2020	800	700
2021	800	800
2022	800	800
2023	800	900
2025 Opening Year Trend		
2025	N/A	1000
2030 Mid-Year Trend		
2030	N/A	1300
2035 Design Year Trend		
2035	N/A	1500
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

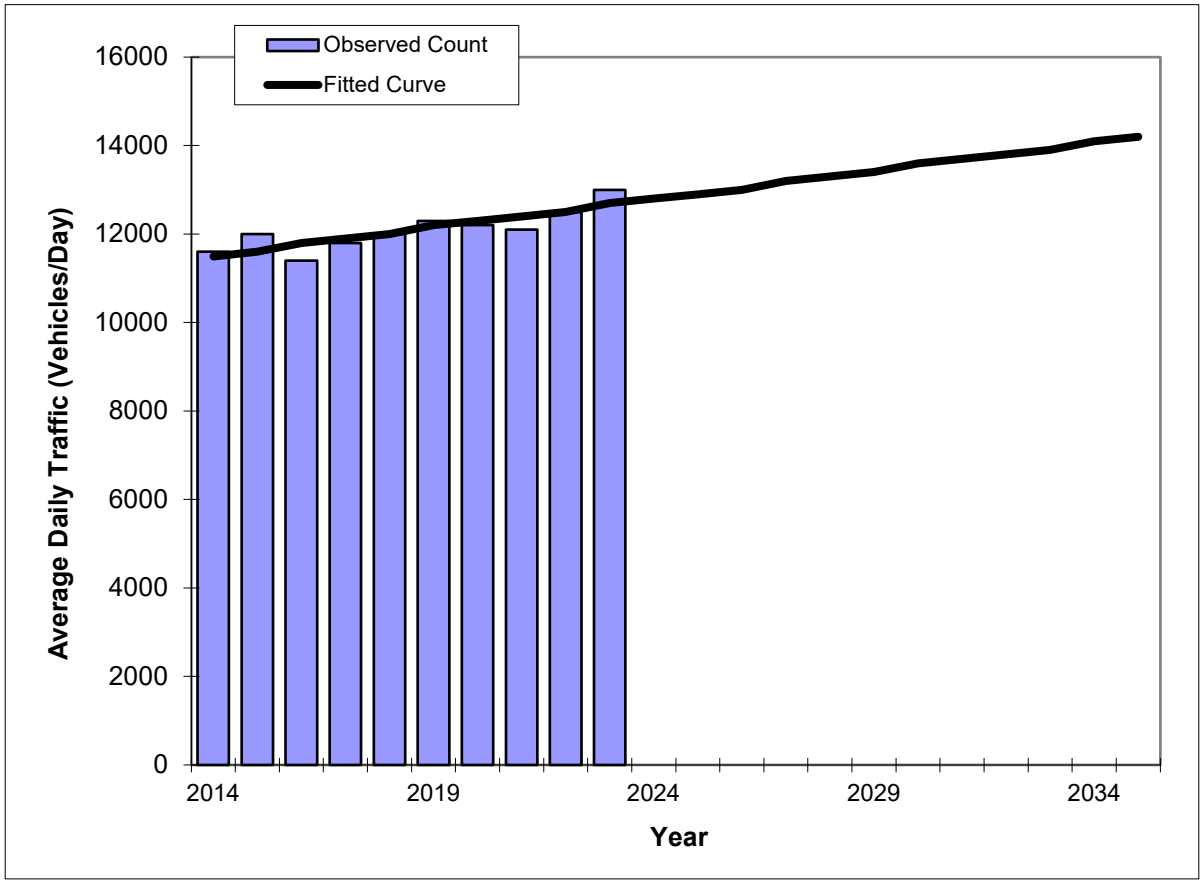
** Annual Trend Increase:	53
Trend R-squared:	80.5%
Trend Annual Historic Growth Rate:	13.89%
Trend Growth Rate (2023 to Design Year):	5.56%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

US 1 -- SR 11 to CR 304

County:	Flagler
Station #:	5003
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2014	11600	11500
2015	12000	11600
2016	11400	11800
2017	11800	11900
2018	12000	12000
2019	12300	12200
2020	12200	12300
2021	12100	12400
2022	12500	12500
2023	13000	12700
2025 Opening Year Trend		
2025	N/A	12900
2030 Mid-Year Trend		
2030	N/A	13600
2035 Design Year Trend		
2035	N/A	14200
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

** Annual Trend Increase:	128
Trend R-squared:	72.2%
Trend Annual Historic Growth Rate:	1.16%
Trend Growth Rate (2023 to Design Year):	0.98%
Printed:	9-Apr-25

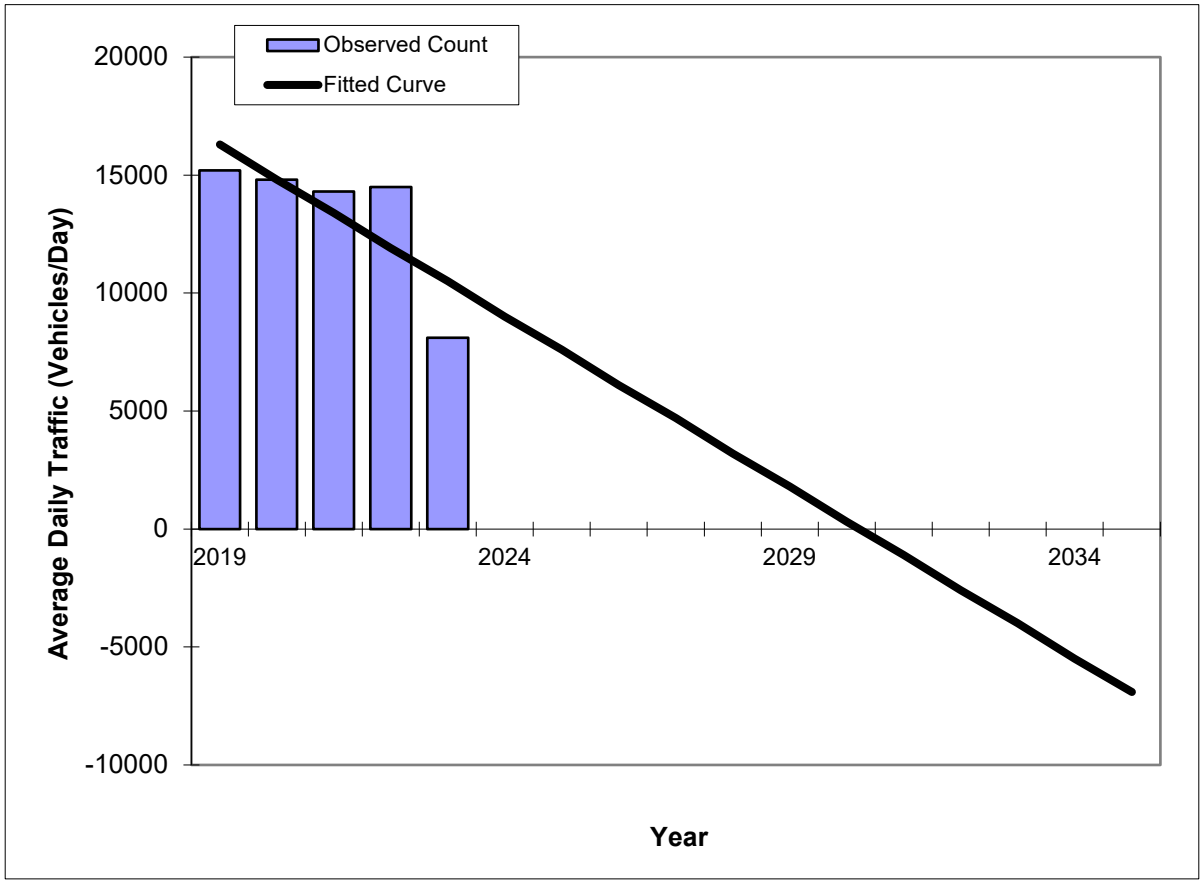
Straight Line Growth Option

P

TRAFFIC TRENDS

US 1 -- CR 304 to Old Dixie Hwy

County:	Flagler
Station #:	235
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2019	15200	16300
2020	14800	14800
2021	14300	13400
2022	14500	11900
2023	8100	10500
2025 Opening Year Trend		
2025	N/A	7600
2030 Mid-Year Trend		
2030	N/A	300
2035 Design Year Trend		
2035	N/A	-6900
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	-1,450
Trend R-squared:	59.5%
Trend Annual Historic Growth Rate:	-8.90%
Trend Growth Rate (2023 to Design Year):	-13.81%
Printed:	9-Apr-25

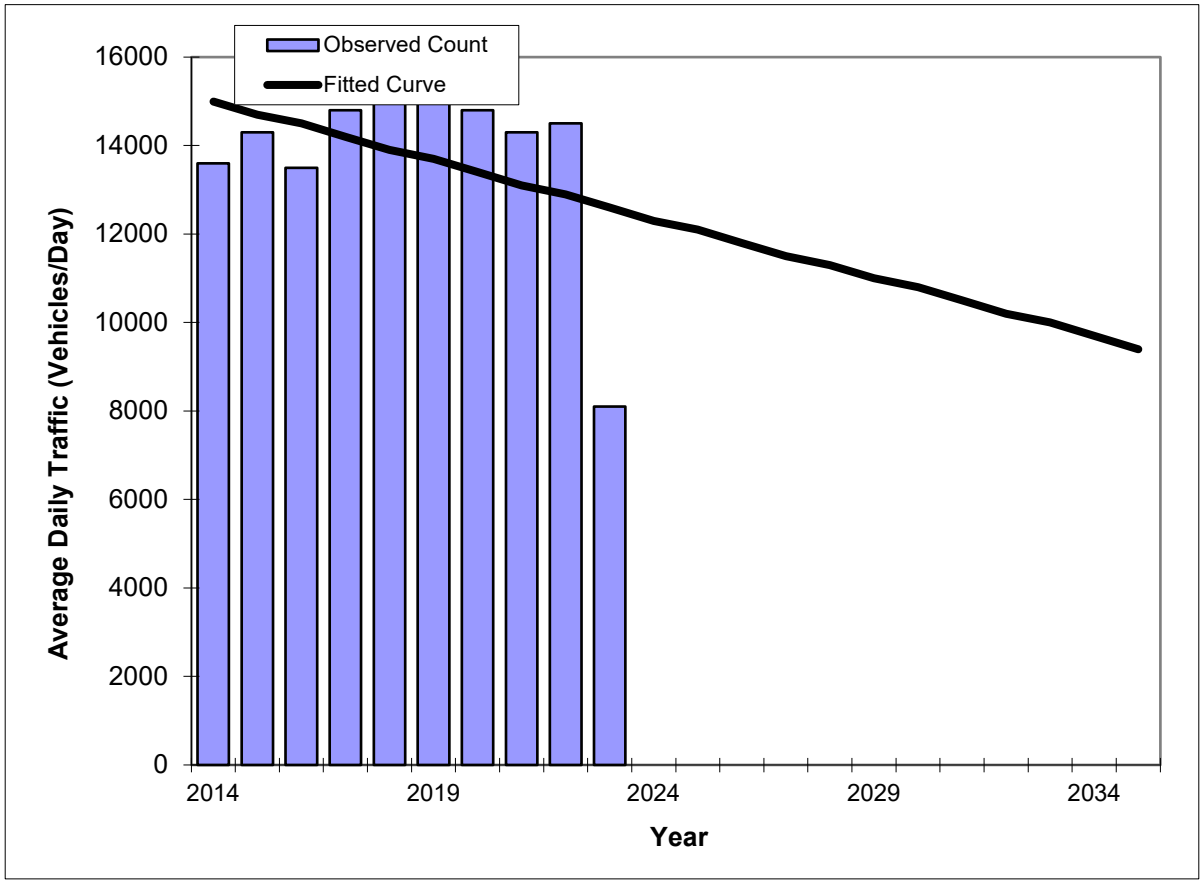
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

US 1 -- CR 304 to Old Dixie Hwy

County:	Flagler
Station #:	235
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2014	13600	15000
2015	14300	14700
2016	13500	14500
2017	14800	14200
2018	15000	13900
2019	15200	13700
2020	14800	13400
2021	14300	13100
2022	14500	12900
2023	8100	12600
2025 Opening Year Trend		
2025	N/A	12100
2030 Mid-Year Trend		
2030	N/A	10800
2035 Design Year Trend		
2035	N/A	9400
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

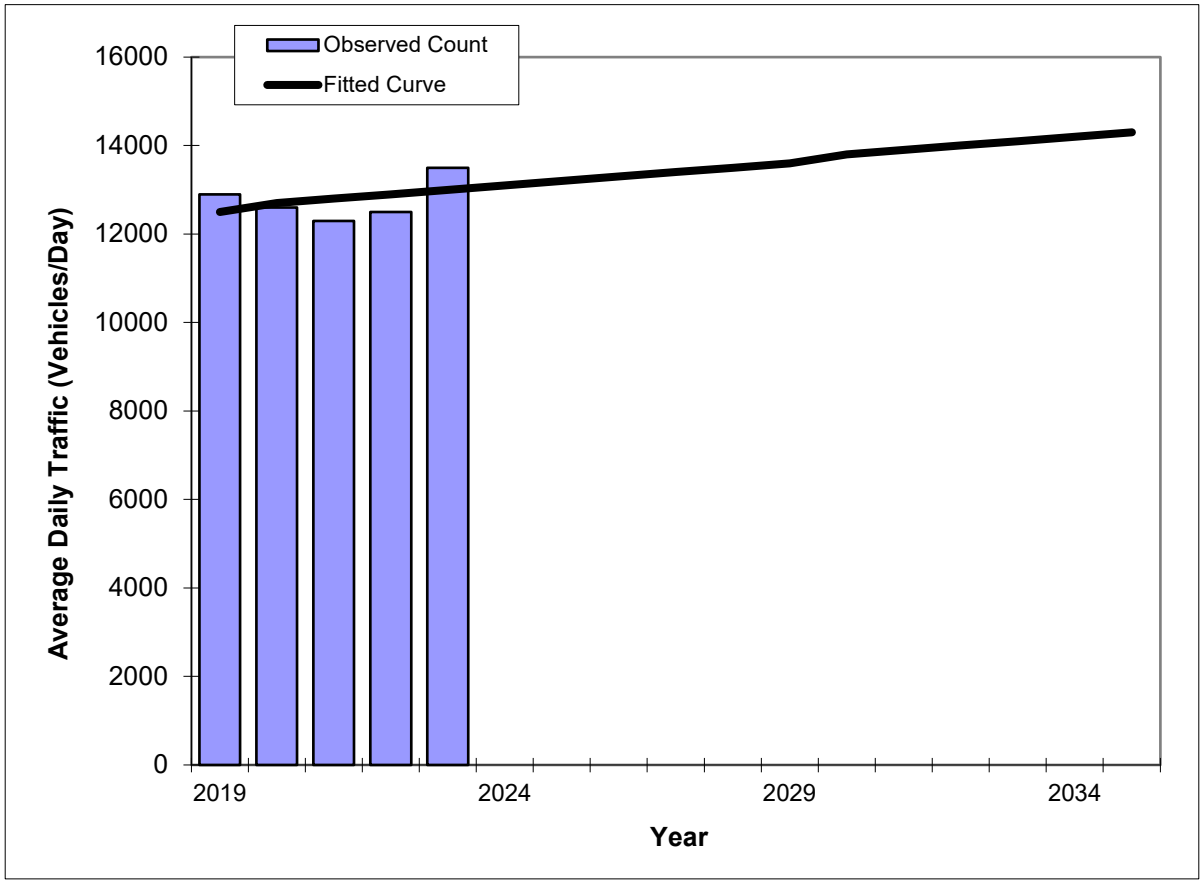
** Annual Trend Increase:	-266
Trend R-squared:	15.0%
Trend Annual Historic Growth Rate:	-1.78%
Trend Growth Rate (2023 to Design Year):	-2.12%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

US 1 -- Old Dixie Hwy to Volusia Flagler County Line

County:	Flagler
Station #:	263
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2019	12900	12500
2020	12600	12700
2021	12300	12800
2022	12500	12900
2023	13500	13000
2025 Opening Year Trend		
2025	N/A	13200
2030 Mid-Year Trend		
2030	N/A	13800
2035 Design Year Trend		
2035	N/A	14300
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

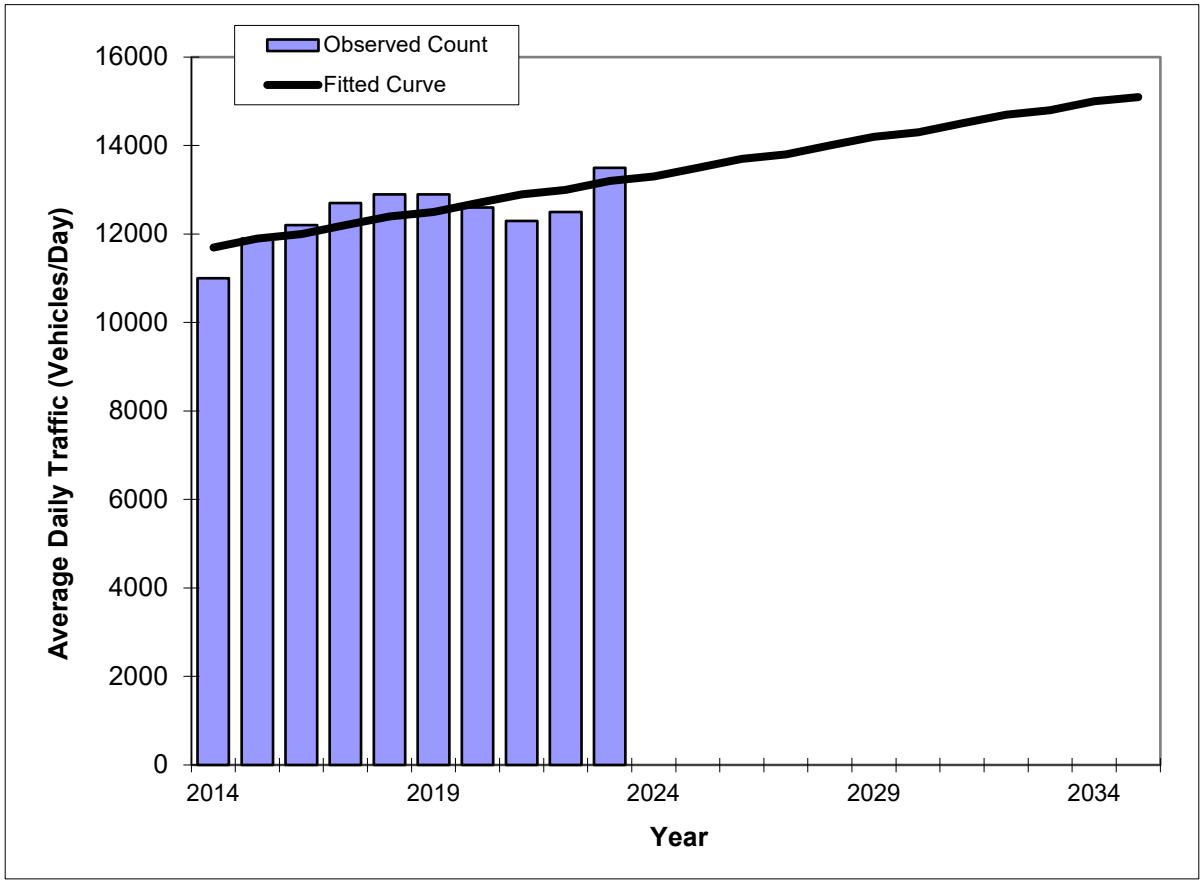
** Annual Trend Increase:	110
Trend R-squared:	13.9%
Trend Annual Historic Growth Rate:	1.00%
Trend Growth Rate (2023 to Design Year):	0.83%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

US 1 -- Old Dixie Hwy to Volusia Flagler County Line

County:	Flagler
Station #:	263
Highway:	US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2014	11000	11700
2015	11900	11900
2016	12200	12000
2017	12700	12200
2018	12900	12400
2019	12900	12500
2020	12600	12700
2021	12300	12900
2022	12500	13000
2023	13500	13200
2025 Opening Year Trend		
2025	N/A	13500
2030 Mid-Year Trend		
2030	N/A	14300
2035 Design Year Trend		
2035	N/A	15100
TRANPLAN Forecasts/Trends		

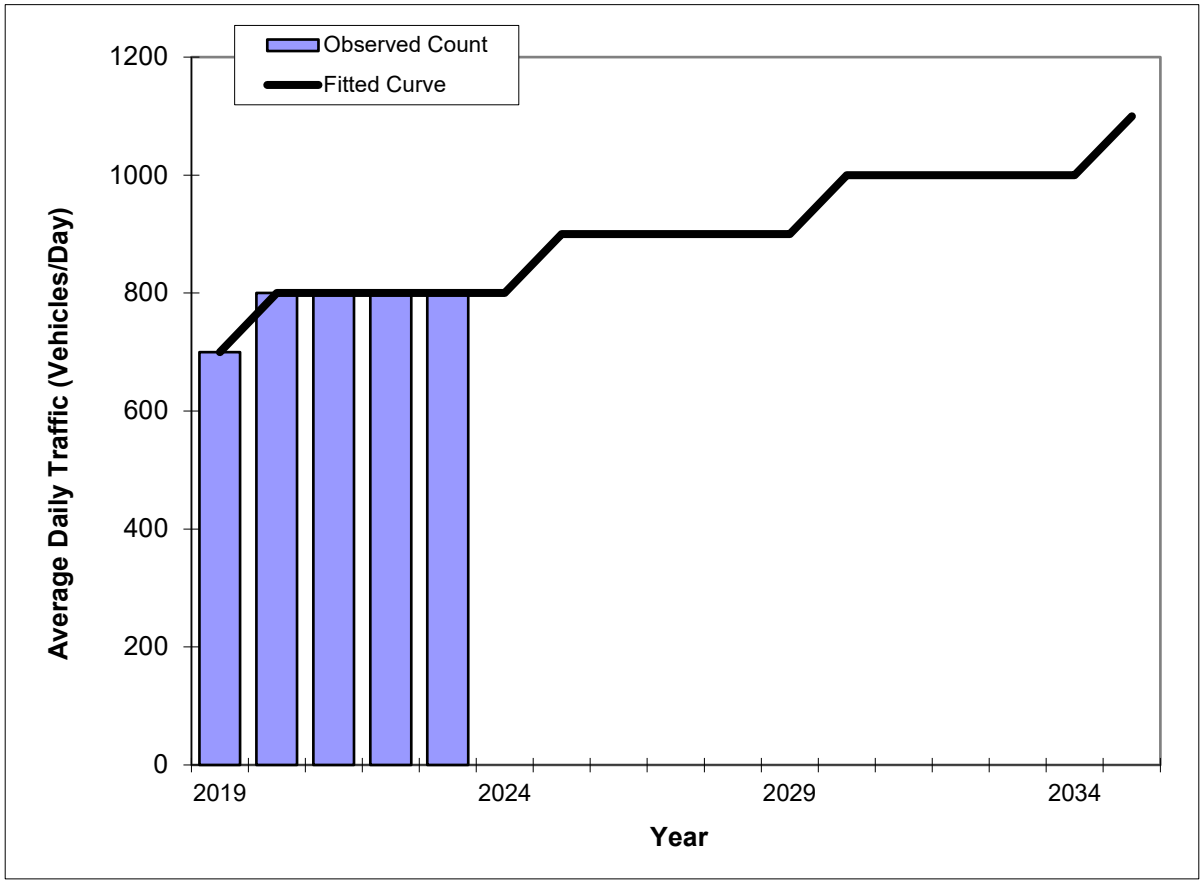
** Annual Trend Increase:	163
Trend R-squared:	53.7%
Trend Annual Historic Growth Rate:	1.42%
Trend Growth Rate (2023 to Design Year):	1.20%
Printed:	9-Apr-25
Straight Line Growth Option	

*Axle-Adjusted

TRAFFIC TRENDS

CR 305 -- SR 100 to CR 304

County:	Flagler
Station #:	8026
Highway:	CR 305



Year	Traffic (ADT/AADT) Count*	Trend**
2019	700	700
2020	800	800
2021	800	800
2022	800	800
2023	800	800
2025 Opening Year Trend		
2025	N/A	900
2030 Mid-Year Trend		
2030	N/A	1000
2035 Design Year Trend		
2035	N/A	1100
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

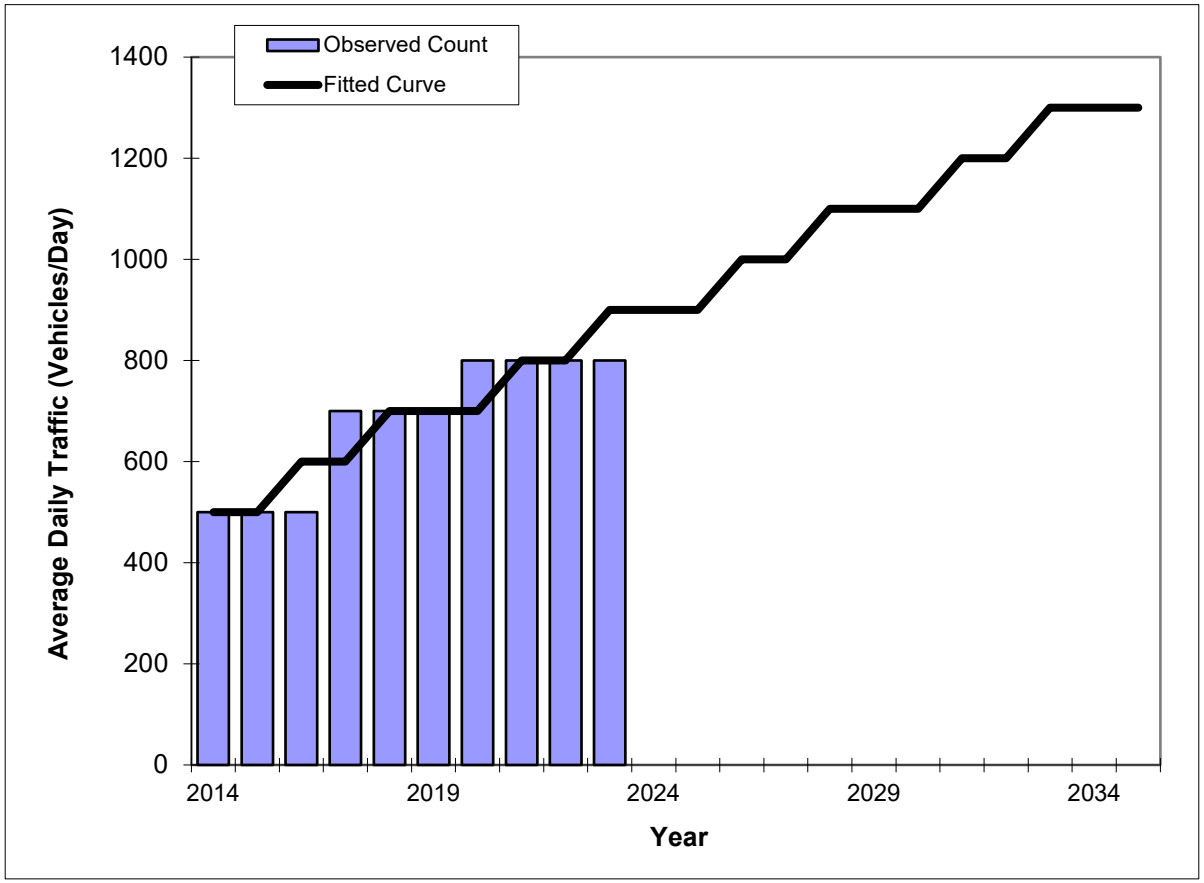
** Annual Trend Increase:	20
Trend R-squared:	50.0%
Trend Annual Historic Growth Rate:	3.57%
Trend Growth Rate (2023 to Design Year):	3.13%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

CR 305 -- SR 100 to CR 304

County:	Flagler
Station #:	8026
Highway:	CR 305



Year	Traffic (ADT/AADT) Count*	Trend**
2014	500	500
2015	500	500
2016	500	600
2017	700	600
2018	700	700
2019	700	700
2020	800	700
2021	800	800
2022	800	800
2023	800	900
2025 Opening Year Trend		
2025	N/A	900
2030 Mid-Year Trend		
2030	N/A	1100
2035 Design Year Trend		
2035	N/A	1300
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

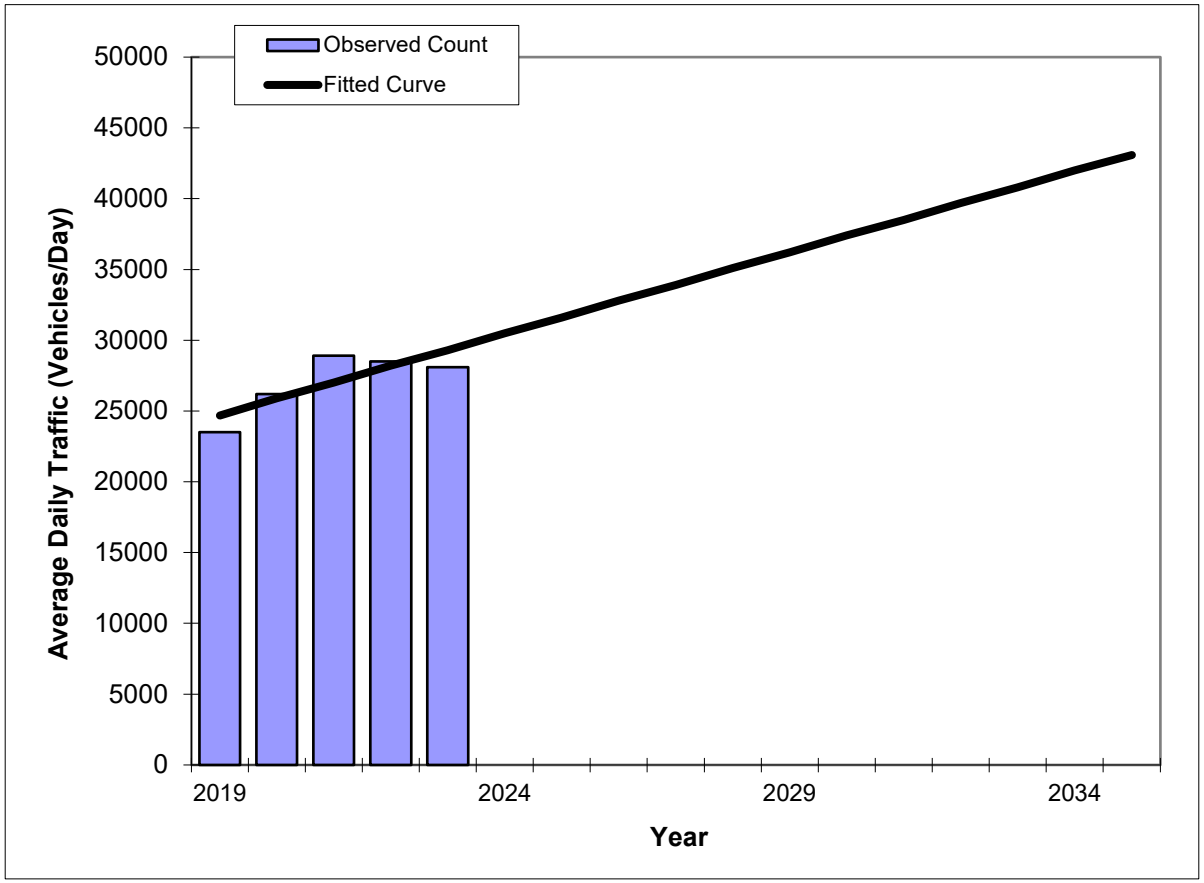
** Annual Trend Increase:	40
Trend R-squared:	84.6%
Trend Annual Historic Growth Rate:	8.89%
Trend Growth Rate (2023 to Design Year):	3.70%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Belle Terre Pkwy -- Whiteview Pkwy to Rymfire Dr

County:	Flagler
Station #:	1250
Highway:	Belle Terre Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2019	23500	24700
2020	26200	25900
2021	28900	27000
2022	28500	28200
2023	28100	29300
2025 Opening Year Trend		
2025	N/A	31600
2030 Mid-Year Trend		
2030	N/A	37400
2035 Design Year Trend		
2035	N/A	43100
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	1,150
Trend R-squared:	66.3%
Trend Annual Historic Growth Rate:	4.66%
Trend Growth Rate (2023 to Design Year):	3.92%
Printed:	9-Apr-25

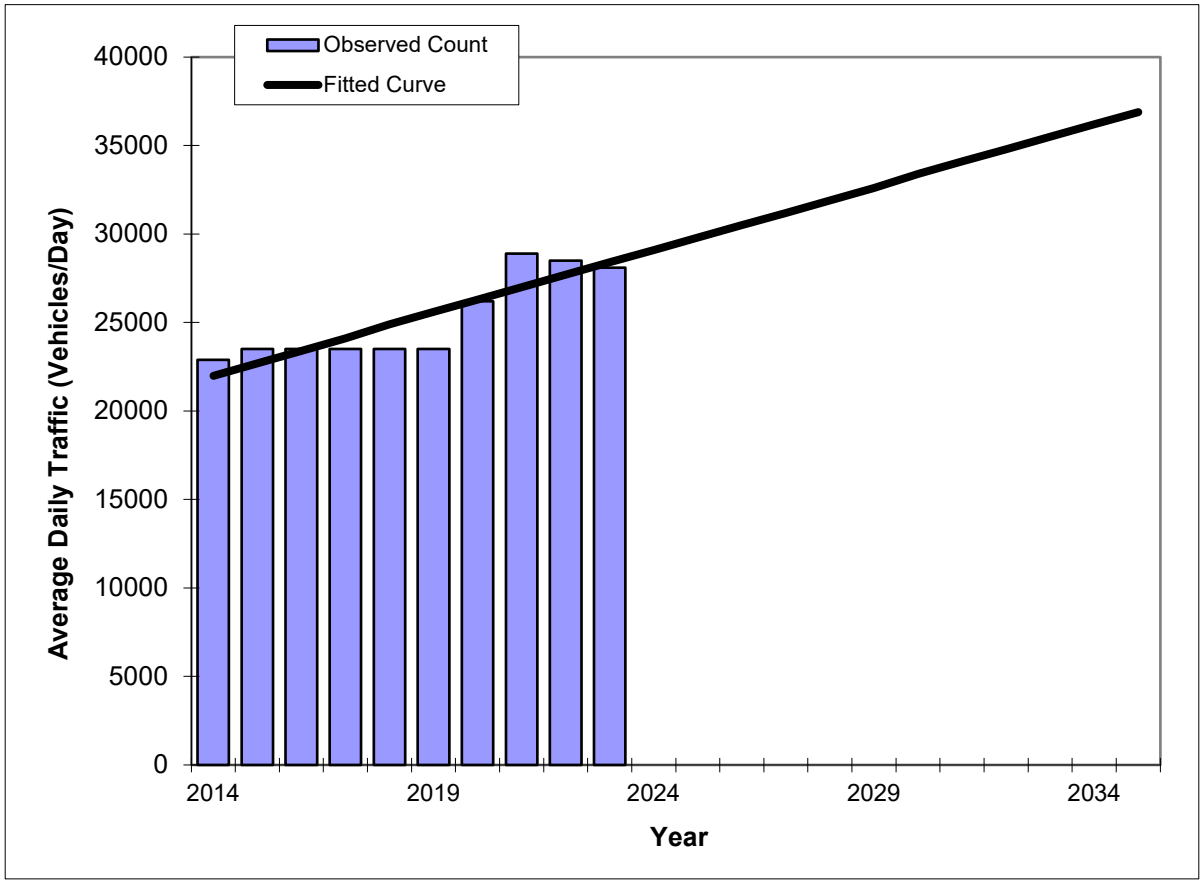
Straight Line Growth Option

***Axle-Adjusted**

TRAFFIC TRENDS

Belle Terre Pkwy -- Whiteview Pkwy to Rymfire Dr

County:	Flagler
Station #:	1250
Highway:	Belle Terre Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2014	22900	22000
2015	23500	22700
2016	23500	23400
2017	23500	24100
2018	23500	24900
2019	23500	25600
2020	26200	26300
2021	28900	27000
2022	28500	27700
2023	28100	28400
2025 Opening Year Trend		
2025	N/A	29800
2030 Mid-Year Trend		
2030	N/A	33400
2035 Design Year Trend		
2035	N/A	36900
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	708
Trend R-squared:	77.1%
Trend Annual Historic Growth Rate:	3.23%
Trend Growth Rate (2023 to Design Year):	2.49%
Printed:	9-Apr-25

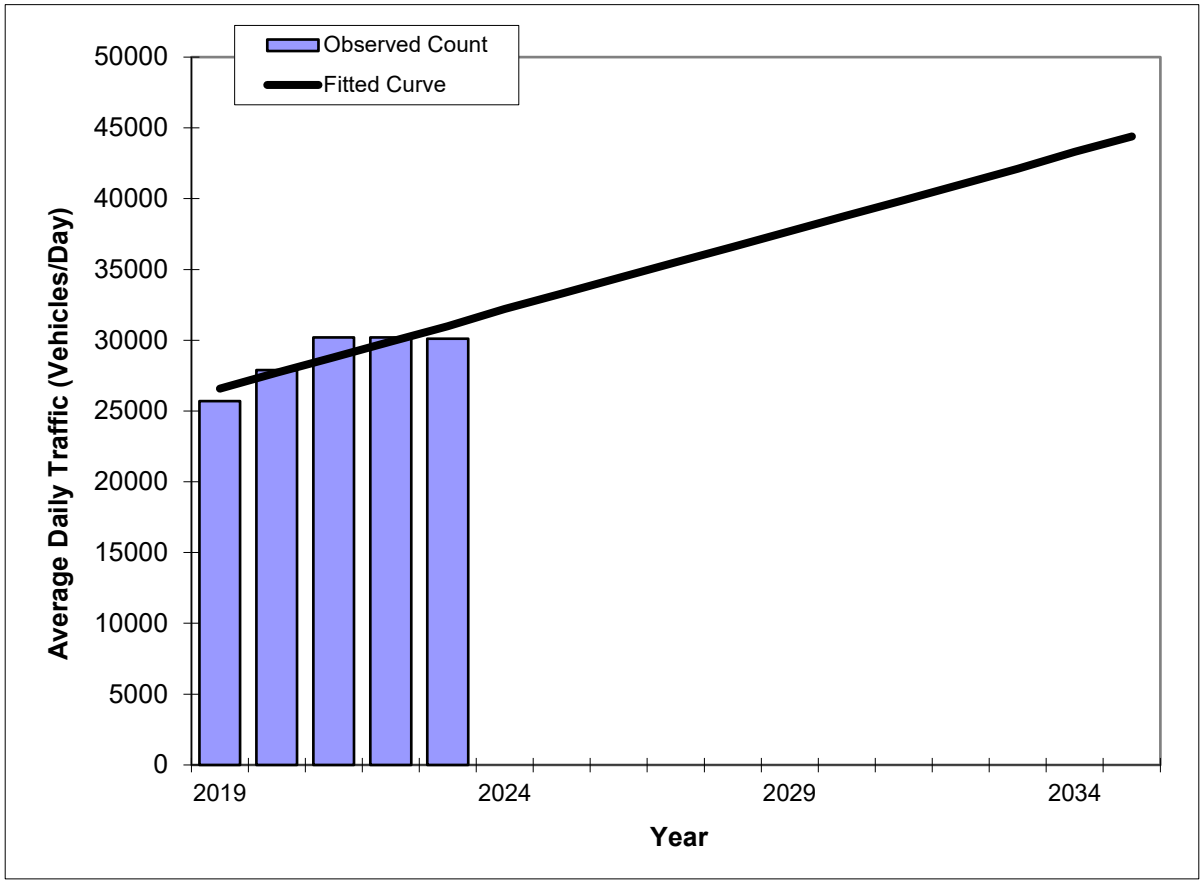
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Belle Terre Pkwy -- Rymfire Dr to Royal Palms Pkwy

County:	Flagler
Station #:	1252
Highway:	Belle Terre Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2019	25700	26600
2020	27900	27700
2021	30200	28800
2022	30200	29900
2023	30100	31000
2025 Opening Year Trend		
2025	N/A	33300
2030 Mid-Year Trend		
2030	N/A	38800
2035 Design Year Trend		
2035	N/A	44400
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

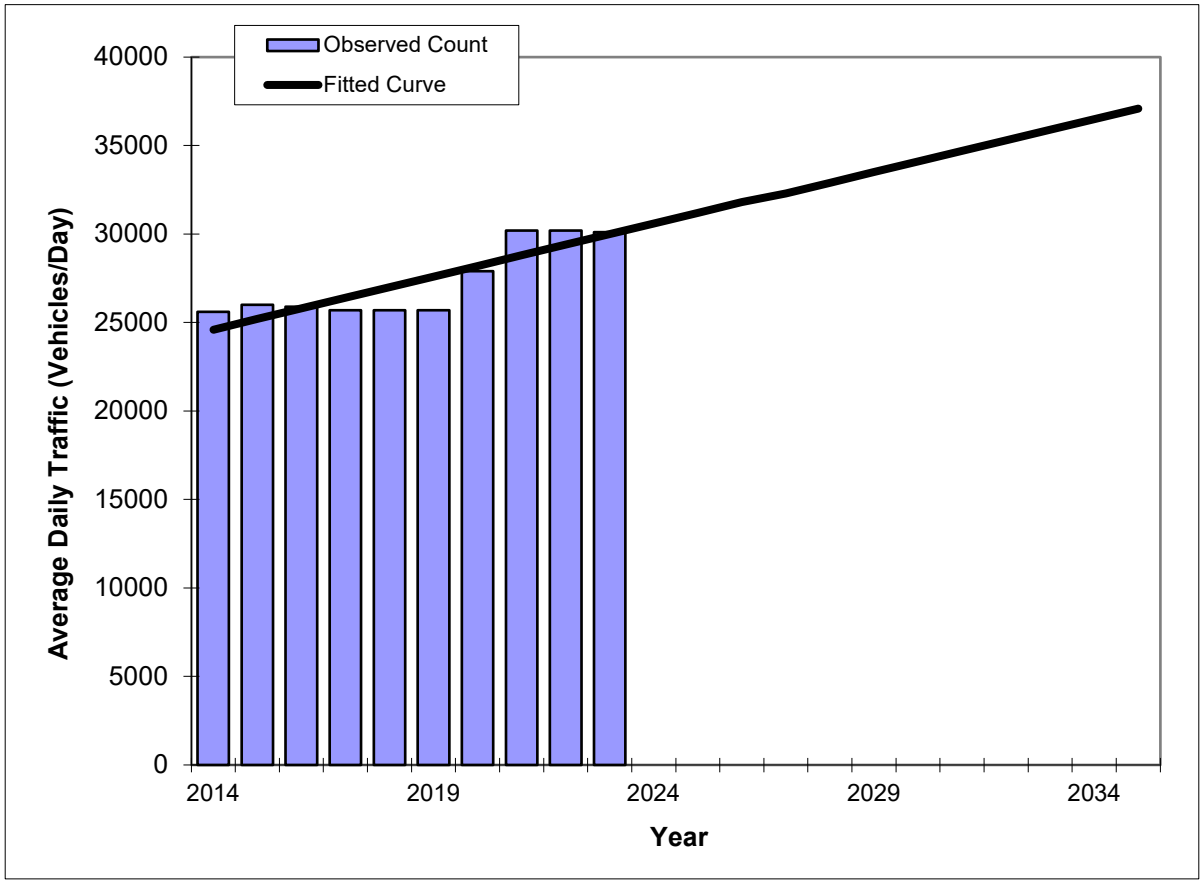
** Annual Trend Increase:	1,110
Trend R-squared:	76.9%
Trend Annual Historic Growth Rate:	4.14%
Trend Growth Rate (2023 to Design Year):	3.60%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Belle Terre Pkwy -- Rymfire Dr to Royal Palms Pkwy

County:	Flagler
Station #:	1252
Highway:	Belle Terre Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2014	25600	24600
2015	26000	25200
2016	25900	25800
2017	25700	26400
2018	25700	27000
2019	25700	27600
2020	27900	28200
2021	30200	28800
2022	30200	29400
2023	30100	30000
2025 Opening Year Trend		
2025	N/A	31200
2030 Mid-Year Trend		
2030	N/A	34100
2035 Design Year Trend		
2035	N/A	37100
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	594
Trend R-squared:	74.2%
Trend Annual Historic Growth Rate:	2.44%
Trend Growth Rate (2023 to Design Year):	1.97%
Printed:	9-Apr-25

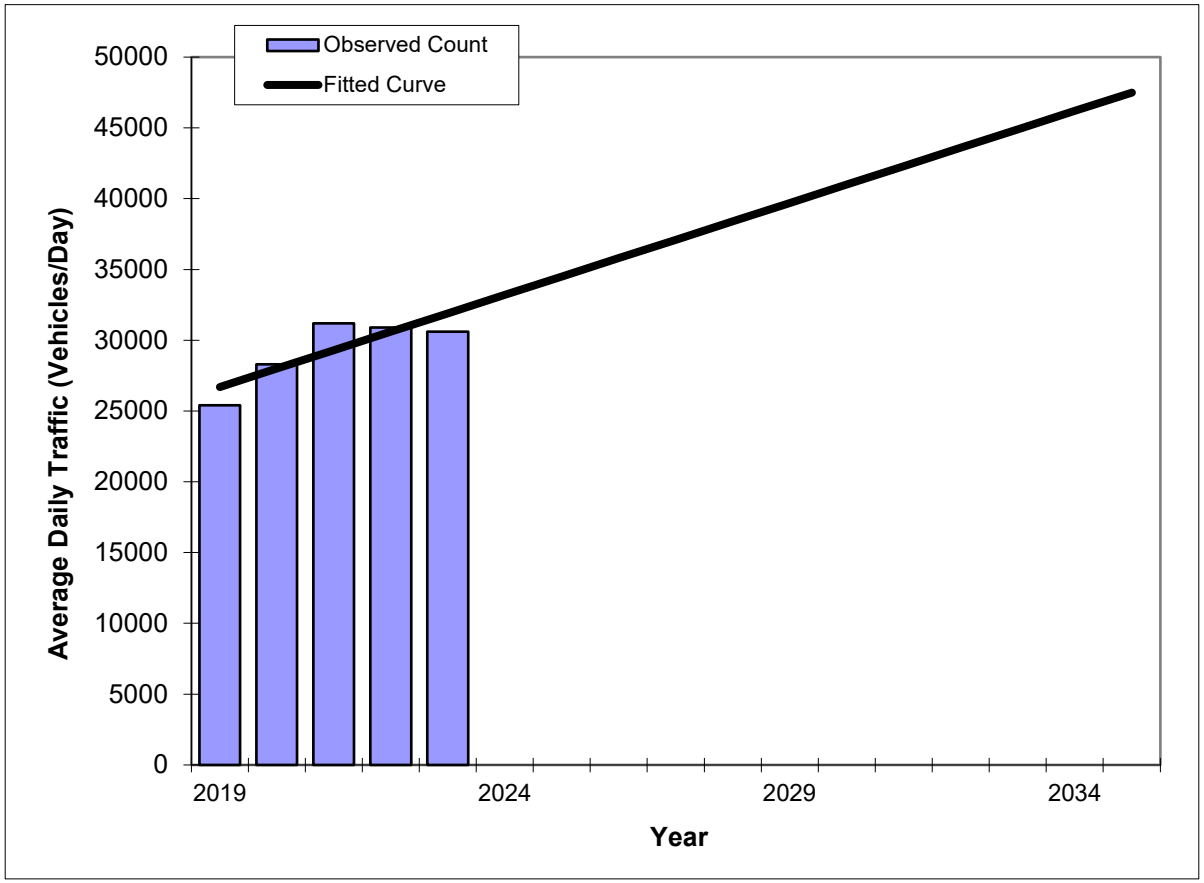
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Belle Terre Pkwy -- Royal Palms to East Hampton

County:	Flagler
Station #:	1254
Highway:	Belle Terre Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2019	25400	26700
2020	28300	28000
2021	31200	29300
2022	30900	30600
2023	30600	31900
2025 Opening Year Trend		
2025	N/A	34500
2030 Mid-Year Trend		
2030	N/A	41000
2035 Design Year Trend		
2035	N/A	47500
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	1,300
Trend R-squared:	70.2%
Trend Annual Historic Growth Rate:	4.87%
Trend Growth Rate (2023 to Design Year):	4.08%
Printed:	9-Apr-25

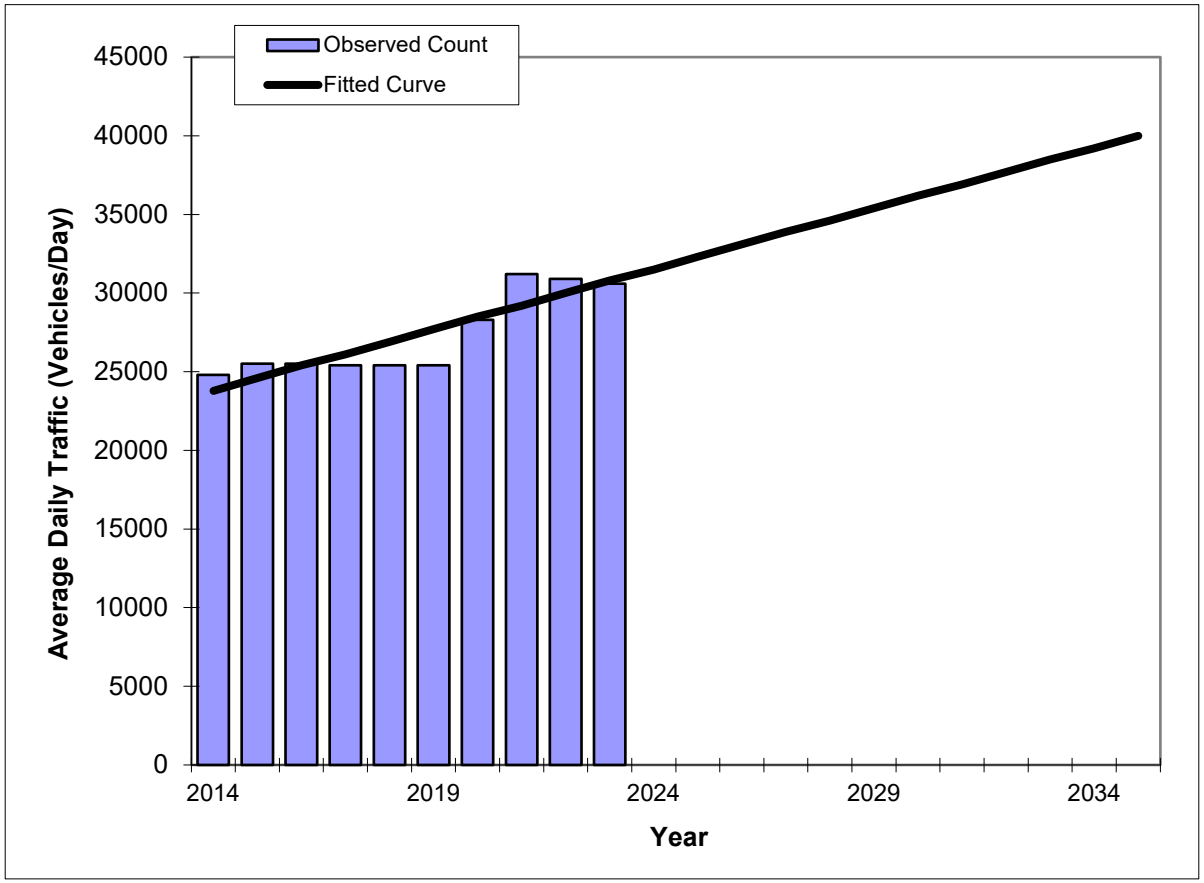
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Belle Terre Pkwy -- Royal Palms to East Hampton

County:	Flagler
Station #:	1254
Highway:	Belle Terre Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2014	24800	23800
2015	25500	24600
2016	25500	25400
2017	25400	26100
2018	25400	26900
2019	25400	27700
2020	28300	28500
2021	31200	29200
2022	30900	30000
2023	30600	30800
2025 Opening Year Trend		
2025	N/A	32300
2030 Mid-Year Trend		
2030	N/A	36200
2035 Design Year Trend		
2035	N/A	40000
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

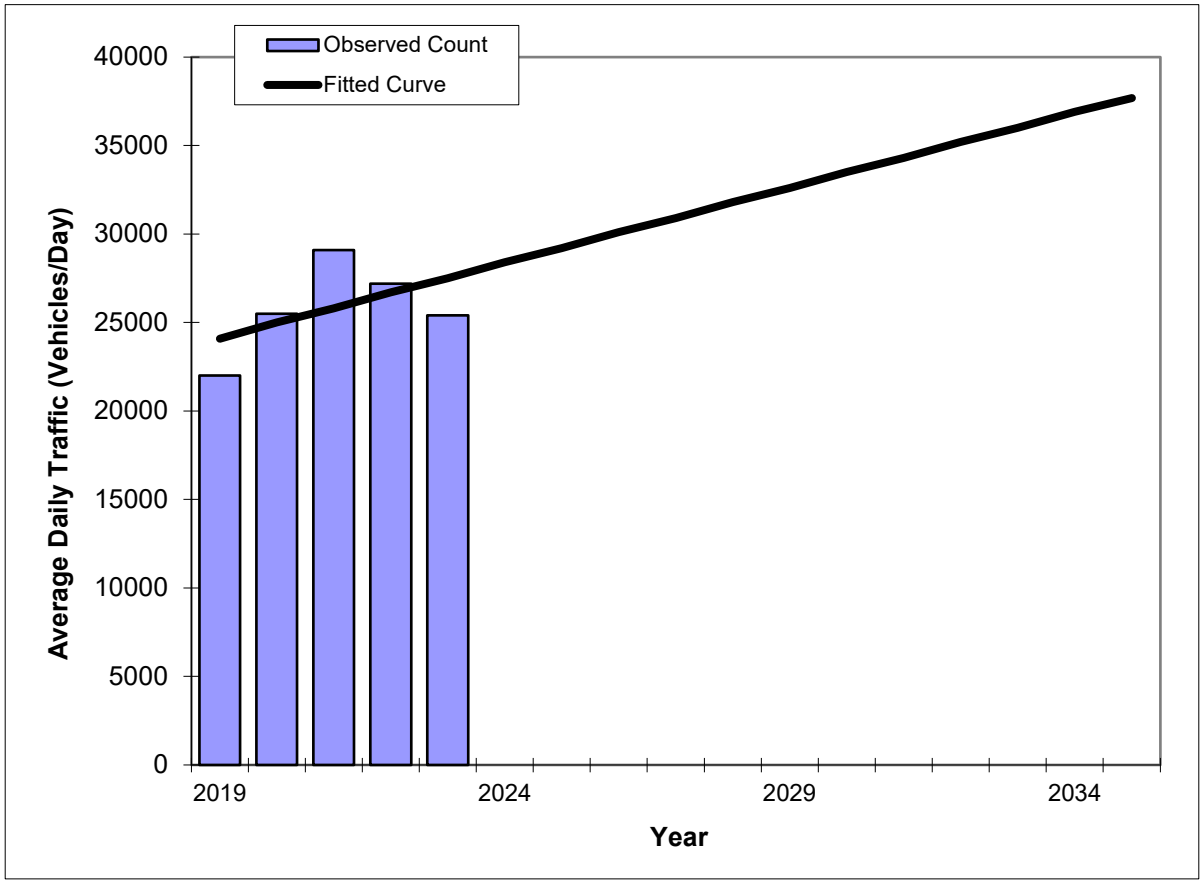
** Annual Trend Increase:	771
Trend R-squared:	77.1%
Trend Annual Historic Growth Rate:	3.27%
Trend Growth Rate (2023 to Design Year):	2.49%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Belle Terre Pkwy -- East Hampton to SR 100

County:	Flagler
Station #:	1260
Highway:	Belle Terre Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2019	22000	24100
2020	25500	25000
2021	29100	25800
2022	27200	26700
2023	25400	27500
2025 Opening Year Trend		
2025	N/A	29200
2030 Mid-Year Trend		
2030	N/A	33500
2035 Design Year Trend		
2035	N/A	37700
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

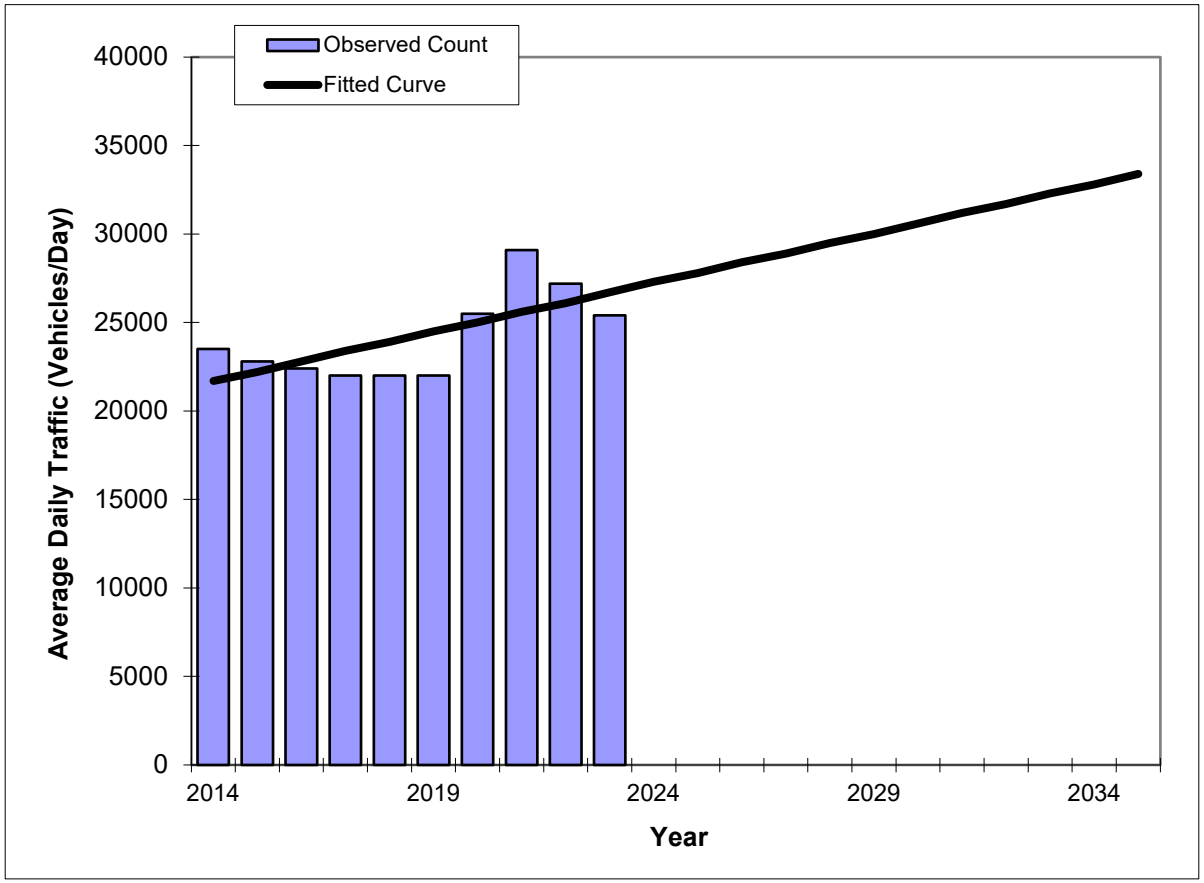
** Annual Trend Increase:	850
Trend R-squared:	26.2%
Trend Annual Historic Growth Rate:	3.53%
Trend Growth Rate (2023 to Design Year):	3.09%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Belle Terre Pkwy -- East Hampton to SR 100

County:	Flagler
Station #:	1260
Highway:	Belle Terre Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2014	23500	21700
2015	22800	22200
2016	22400	22800
2017	22000	23400
2018	22000	23900
2019	22000	24500
2020	25500	25000
2021	29100	25600
2022	27200	26100
2023	25400	26700
2025 Opening Year Trend		
2025	N/A	27800
2030 Mid-Year Trend		
2030	N/A	30600
2035 Design Year Trend		
2035	N/A	33400
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

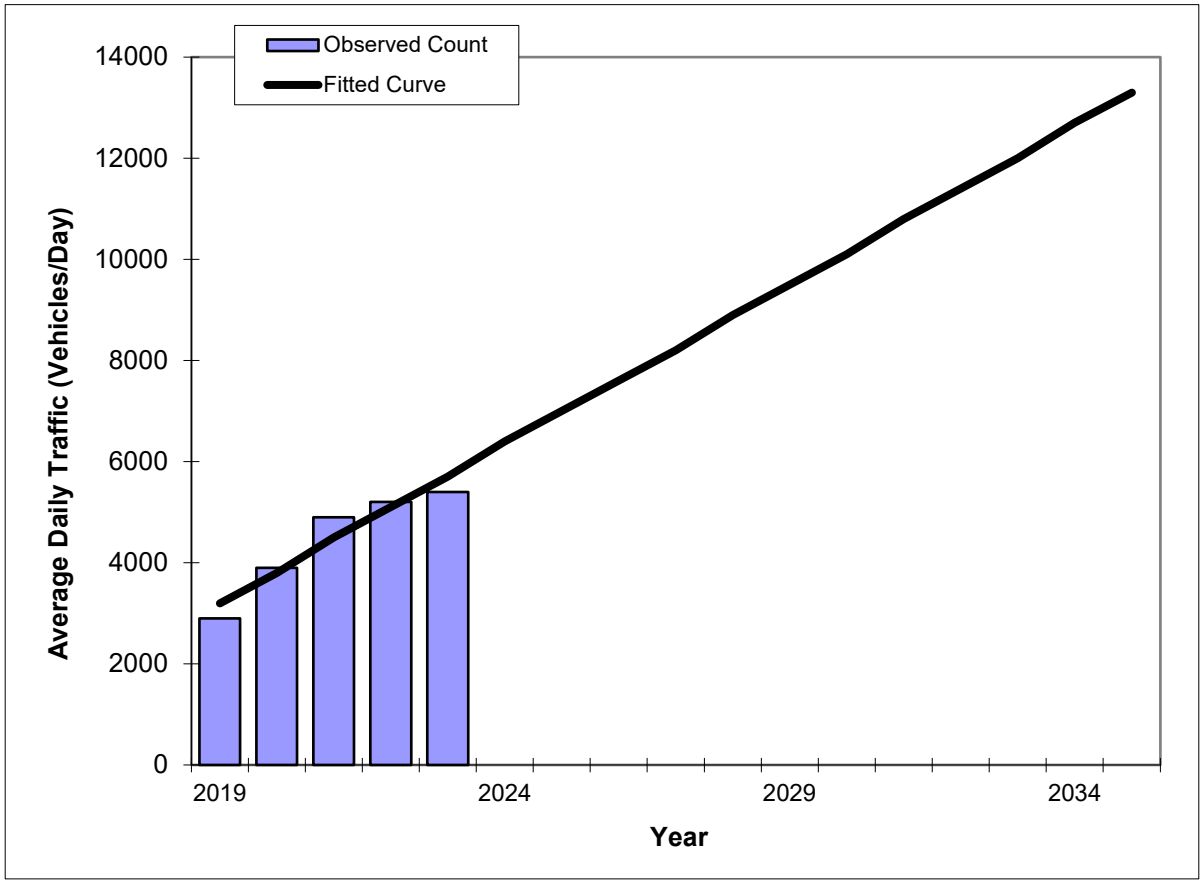
** Annual Trend Increase:	557
Trend R-squared:	45.4%
Trend Annual Historic Growth Rate:	2.56%
Trend Growth Rate (2023 to Design Year):	2.09%
Printed:	9-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Bulldog Dr -- SR 100 to Central Ave

County:	Flagler
Station #:	4300
Highway:	Bulldog Dr



Year	Traffic (ADT/AADT) Count*	Trend**
2019	2900	3200
2020	3900	3800
2021	4900	4500
2022	5200	5100
2023	5400	5700
2025 Opening Year Trend		
2025	N/A	7000
2030 Mid-Year Trend		
2030	N/A	10100
2035 Design Year Trend		
2035	N/A	13300
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

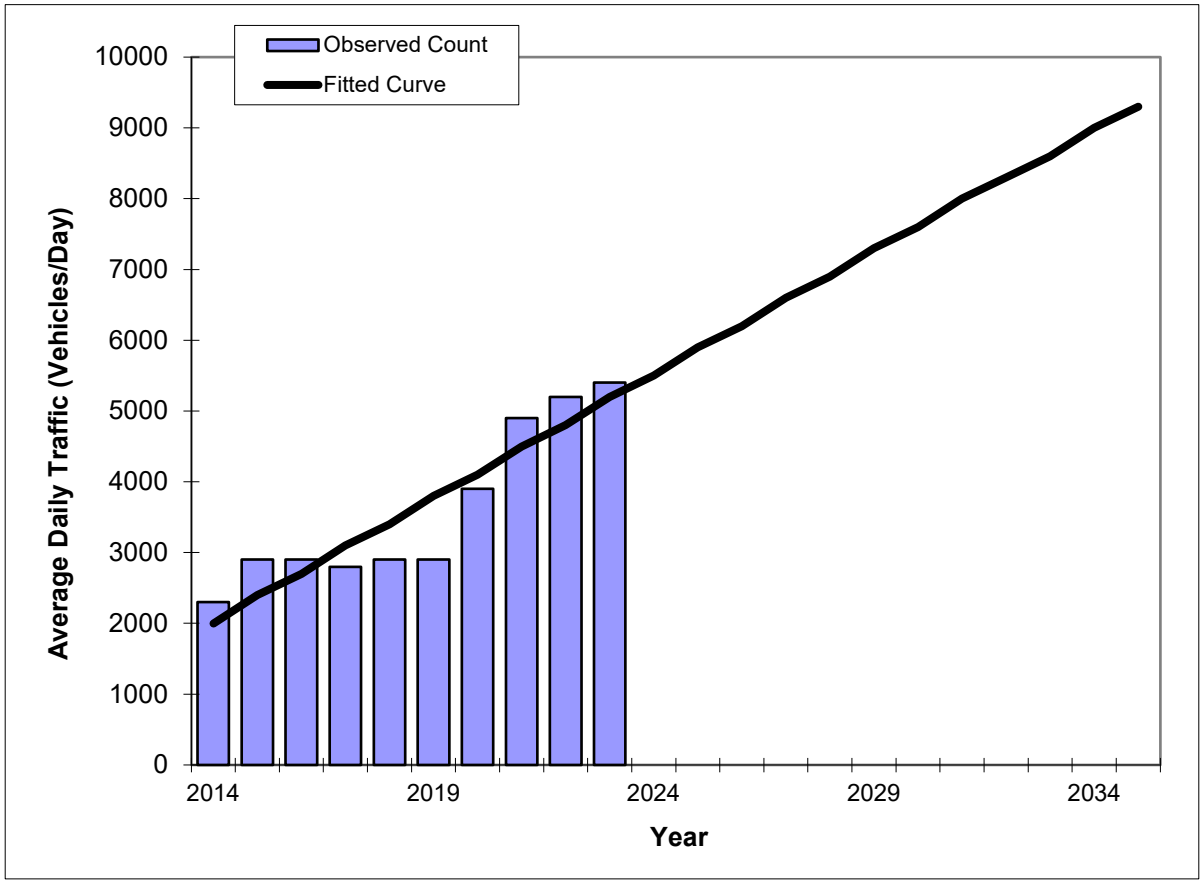
** Annual Trend Increase:	630
Trend R-squared:	90.8%
Trend Annual Historic Growth Rate:	19.53%
Trend Growth Rate (2023 to Design Year):	11.11%
Printed:	10-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Bulldog Dr -- SR 100 to Central Ave

County:	Flagler
Station #:	4300
Highway:	Bulldog Dr



Year	Traffic (ADT/AADT) Count*	Trend**
2014	2300	2000
2015	2900	2400
2016	2900	2700
2017	2800	3100
2018	2900	3400
2019	2900	3800
2020	3900	4100
2021	4900	4500
2022	5200	4800
2023	5400	5200
2025 Opening Year Trend		
2025	N/A	5900
2030 Mid-Year Trend		
2030	N/A	7600
2035 Design Year Trend		
2035	N/A	9300
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

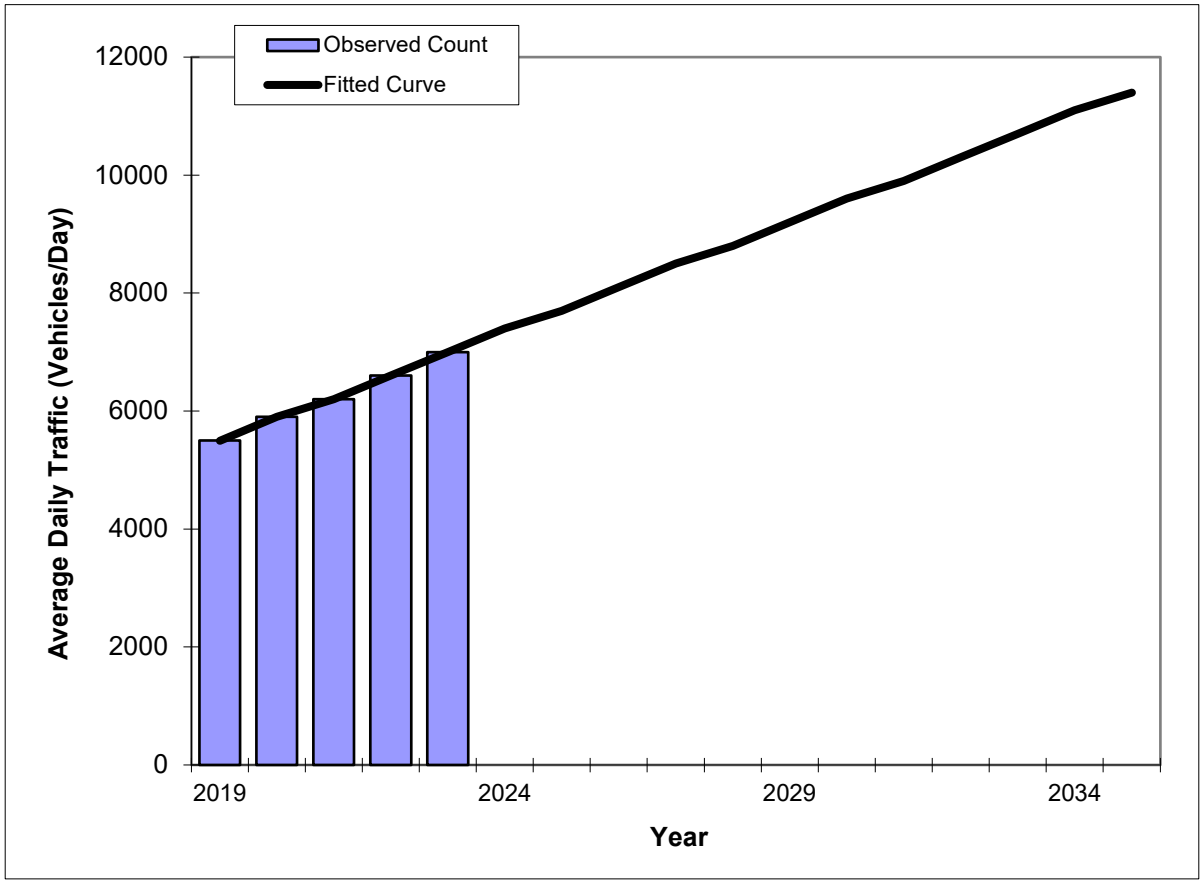
** Annual Trend Increase:	347
Trend R-squared:	83.8%
Trend Annual Historic Growth Rate:	17.78%
Trend Growth Rate (2023 to Design Year):	6.57%
Printed:	10-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Seminole Woods Blvd -- Sesama Blvd to US 1

County:	Flagler
Station #:	3320
Highway:	Seminole Woods Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2019	5500	5500
2020	5900	5900
2021	6200	6200
2022	6600	6600
2023	7000	7000
2025 Opening Year Trend		
2025	N/A	7700
2030 Mid-Year Trend		
2030	N/A	9600
2035 Design Year Trend		
2035	N/A	11400
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

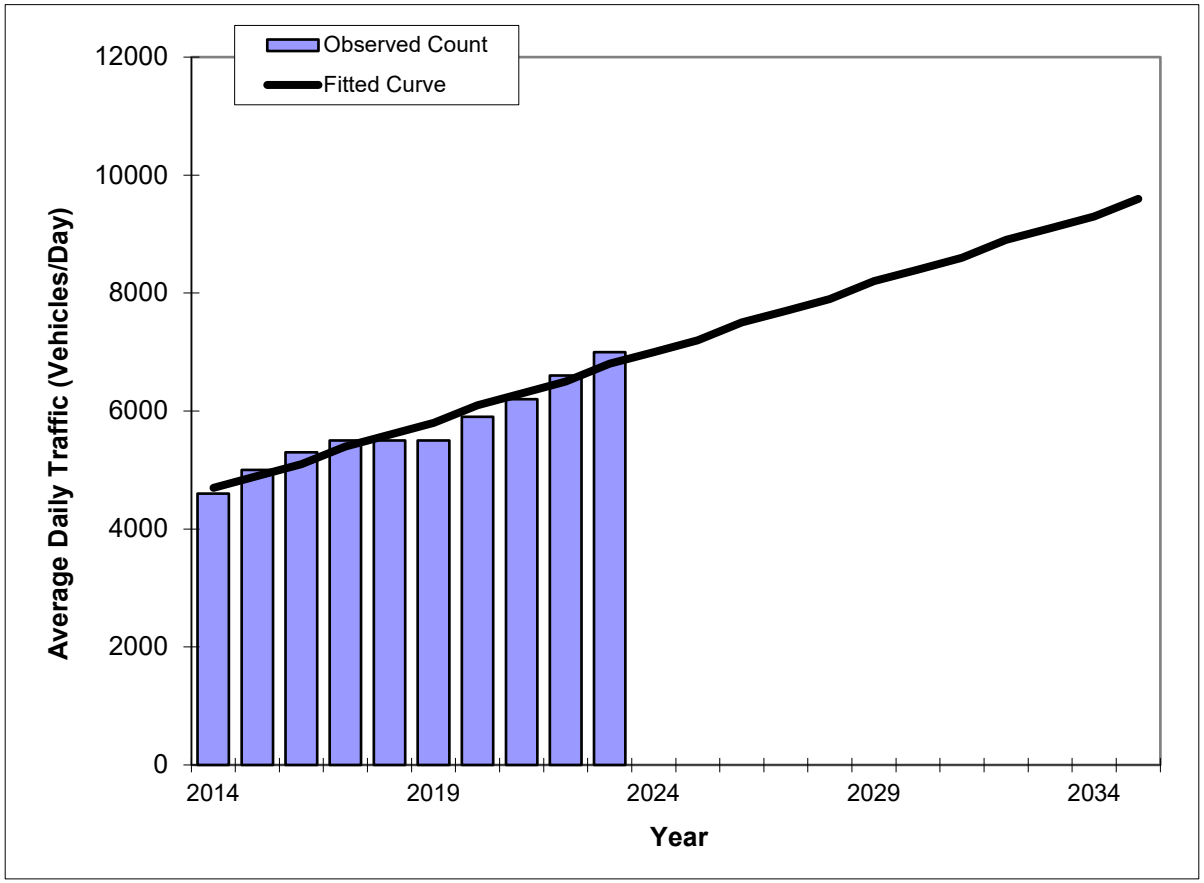
** Annual Trend Increase:	370
Trend R-squared:	99.8%
Trend Annual Historic Growth Rate:	6.82%
Trend Growth Rate (2023 to Design Year):	5.24%
Printed:	10-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Seminole Woods Blvd -- Sesama Blvd to US 1

County:	Flagler
Station #:	3320
Highway:	Seminole Woods Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2014	4600	4700
2015	5000	4900
2016	5300	5100
2017	5500	5400
2018	5500	5600
2019	5500	5800
2020	5900	6100
2021	6200	6300
2022	6600	6500
2023	7000	6800
2025 Opening Year Trend		
2025	N/A	7200
2030 Mid-Year Trend		
2030	N/A	8400
2035 Design Year Trend		
2035	N/A	9600
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

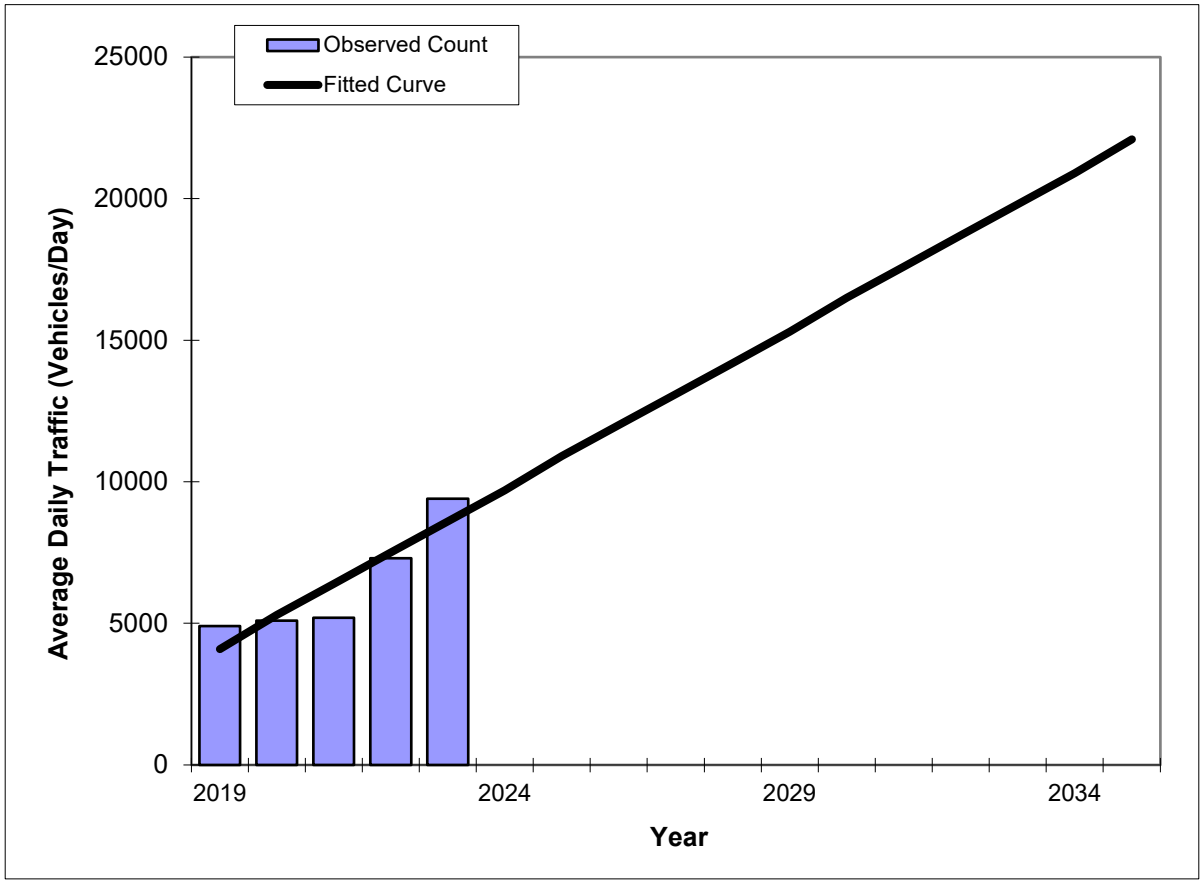
** Annual Trend Increase:	233
Trend R-squared:	94.2%
Trend Annual Historic Growth Rate:	4.96%
Trend Growth Rate (2023 to Design Year):	3.43%
Printed:	10-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Old Kings Rd -- SR 100 to PC City Limit

County:	Flagler
Station #:	2750
Highway:	Old Kings Rd



Year	Traffic (ADT/AADT) Count*	Trend**
2019	4900	4100
2020	5100	5300
2021	5200	6400
2022	7300	7500
2023	9400	8600
2025 Opening Year Trend		
2025	N/A	10900
2030 Mid-Year Trend		
2030	N/A	16500
2035 Design Year Trend		
2035	N/A	22100
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	1,120
Trend R-squared:	82.6%
Trend Annual Historic Growth Rate:	27.44%
Trend Growth Rate (2023 to Design Year):	13.08%
Printed:	10-Apr-25

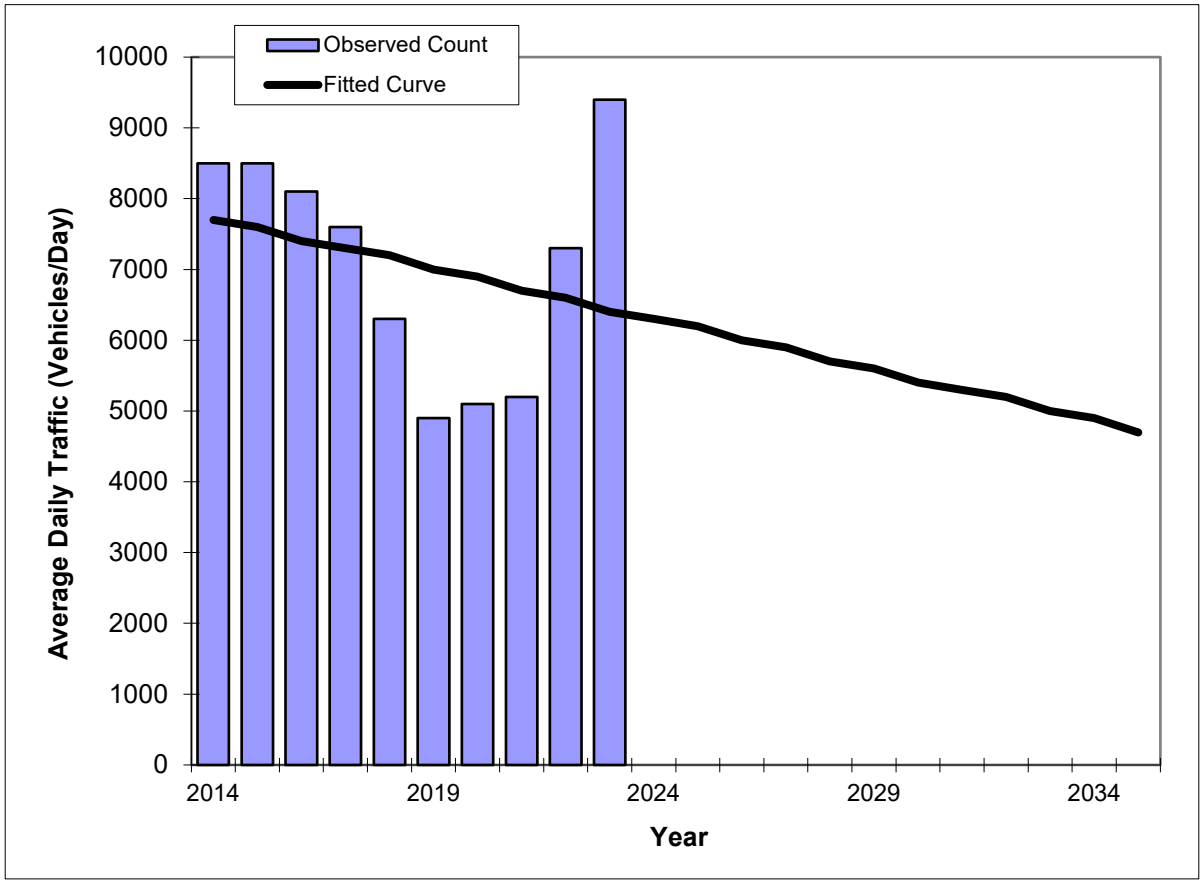
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Old Kings Rd -- SR 100 to PC City Limit

County:	Flagler
Station #:	2750
Highway:	Old Kings Rd



Year	Traffic (ADT/AADT) Count*	Trend**
2014	8500	7700
2015	8500	7600
2016	8100	7400
2017	7600	7300
2018	6300	7200
2019	4900	7000
2020	5100	6900
2021	5200	6700
2022	7300	6600
2023	9400	6400
2025 Opening Year Trend		
2025	N/A	6200
2030 Mid-Year Trend		
2030	N/A	5400
2035 Design Year Trend		
2035	N/A	4700
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	-144
Trend R-squared:	7.2%
Trend Annual Historic Growth Rate:	-1.88%
Trend Growth Rate (2023 to Design Year):	-2.21%
Printed:	10-Apr-25

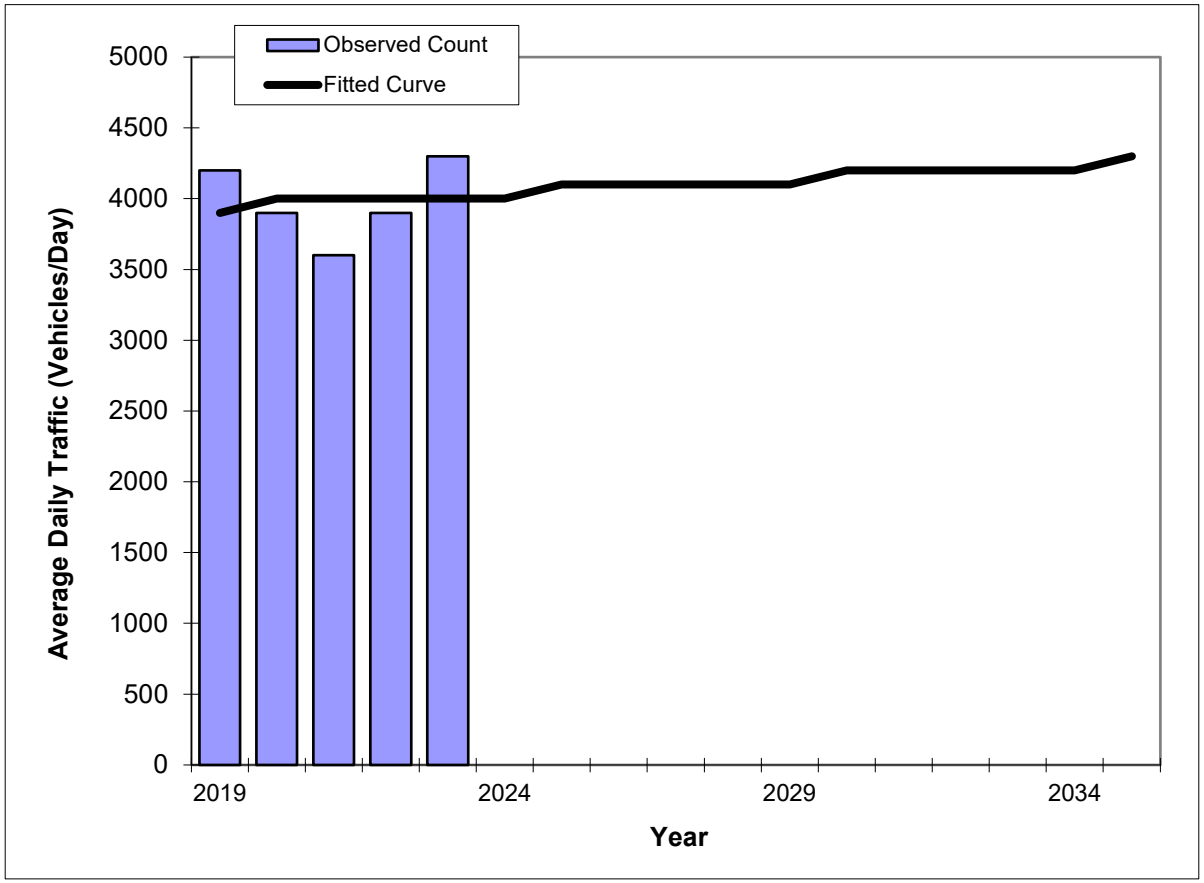
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Colbert Ln -- SR 100 to Roberts Rd

County:	Flagler
Station #:	3135
Highway:	Colbert Ln



Year	Traffic (ADT/AADT) Count*	Trend**
2019	4200	3900
2020	3900	4000
2021	3600	4000
2022	3900	4000
2023	4300	4000
2025 Opening Year Trend		
2025	N/A	4100
2030 Mid-Year Trend		
2030	N/A	4200
2035 Design Year Trend		
2035	N/A	4300
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

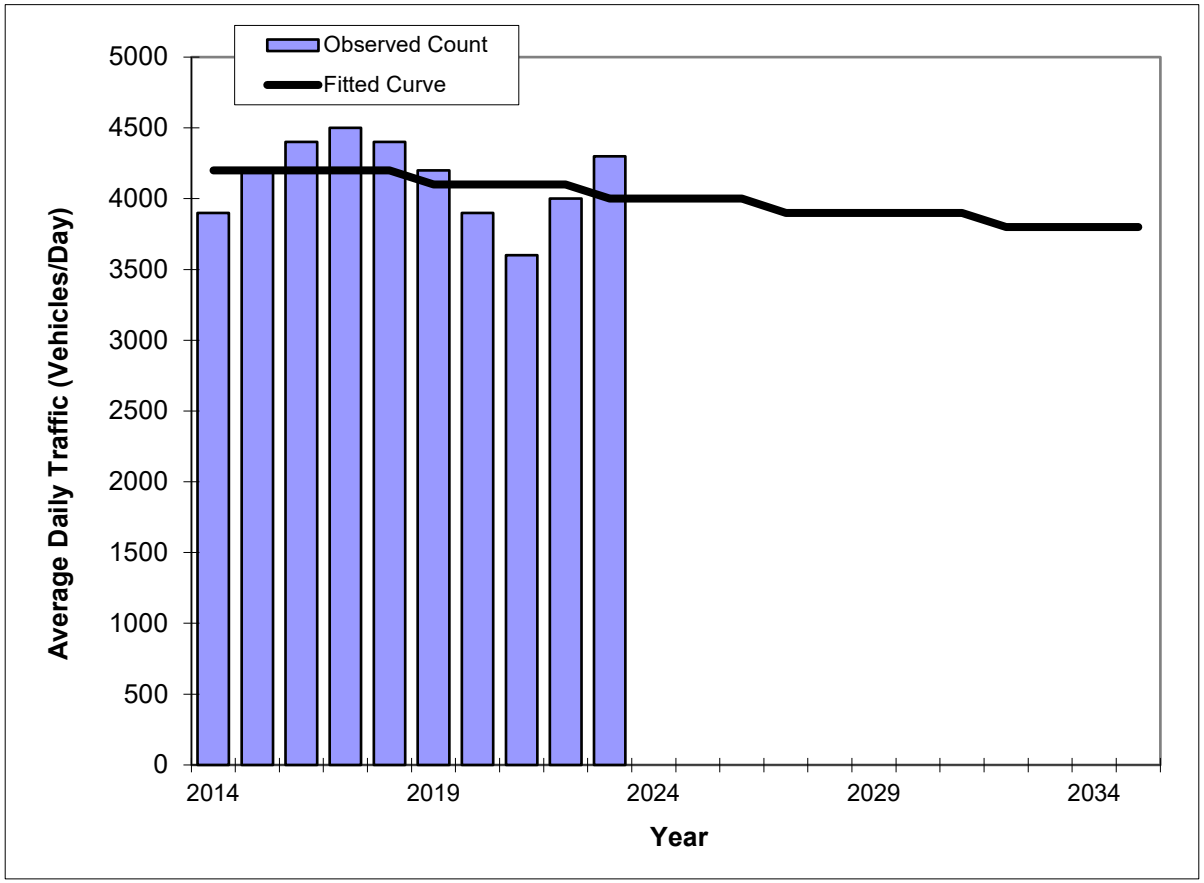
** Annual Trend Increase:	20
Trend R-squared:	1.3%
Trend Annual Historic Growth Rate:	0.64%
Trend Growth Rate (2023 to Design Year):	0.63%
Printed:	10-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Colbert Ln -- SR 100 to Roberts Rd

County:	Flagler
Station #:	3135
Highway:	Colbert Ln



Year	Traffic (ADT/AADT) Count*	Trend**
2014	3900	4200
2015	4200	4200
2016	4400	4200
2017	4500	4200
2018	4400	4200
2019	4200	4100
2020	3900	4100
2021	3600	4100
2022	4000	4100
2023	4300	4000
2025 Opening Year Trend		
2025	N/A	4000
2030 Mid-Year Trend		
2030	N/A	3900
2035 Design Year Trend		
2035	N/A	3800
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

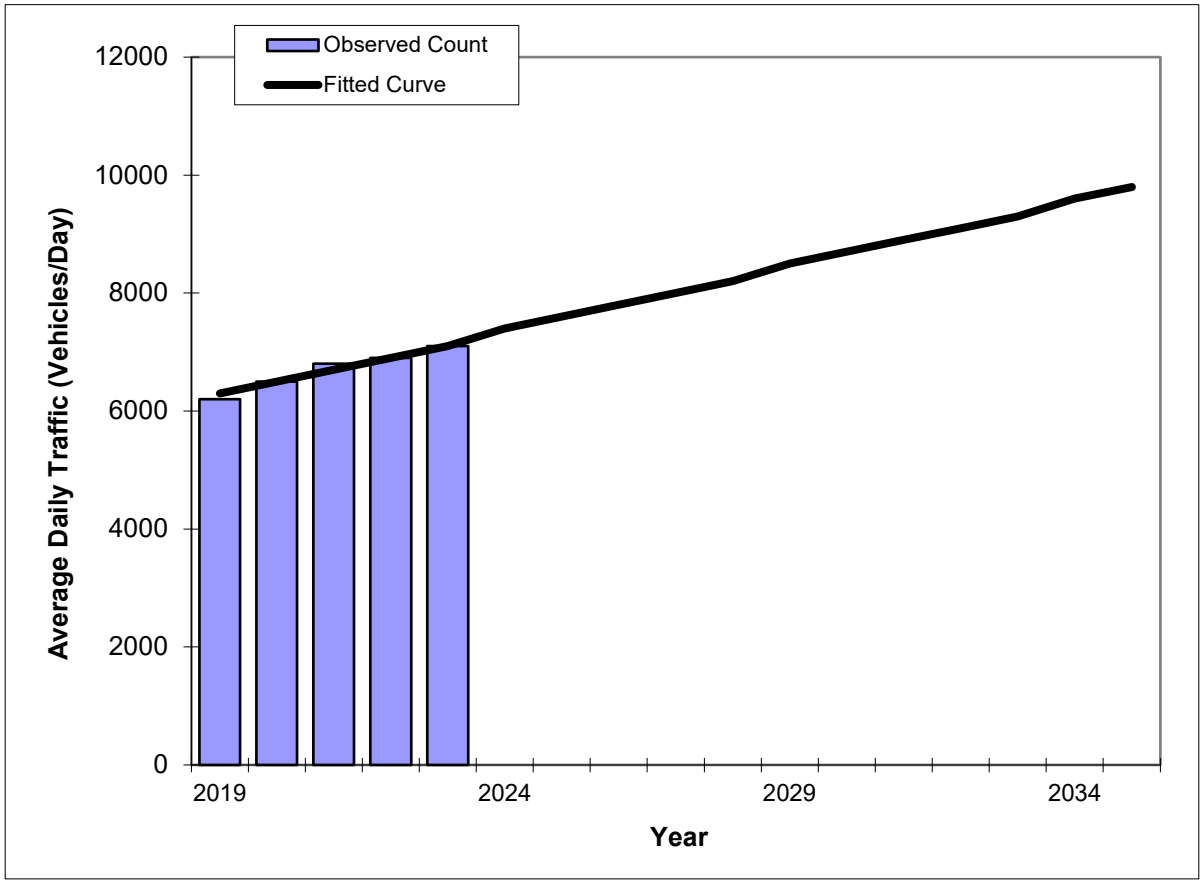
** Annual Trend Increase:	-23
Trend R-squared:	6.0%
Trend Annual Historic Growth Rate:	-0.53%
Trend Growth Rate (2023 to Design Year):	-0.42%
Printed:	10-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Royal Palms Pkwy -- US 1 to Rymfore Drive

County:	Flagler
Station #:	3200
Highway:	Royal Palms Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2019	6200	6300
2020	6500	6500
2021	6800	6700
2022	6900	6900
2023	7100	7100
2025 Opening Year Trend		
2025	N/A	7600
2030 Mid-Year Trend		
2030	N/A	8700
2035 Design Year Trend		
2035	N/A	9800
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

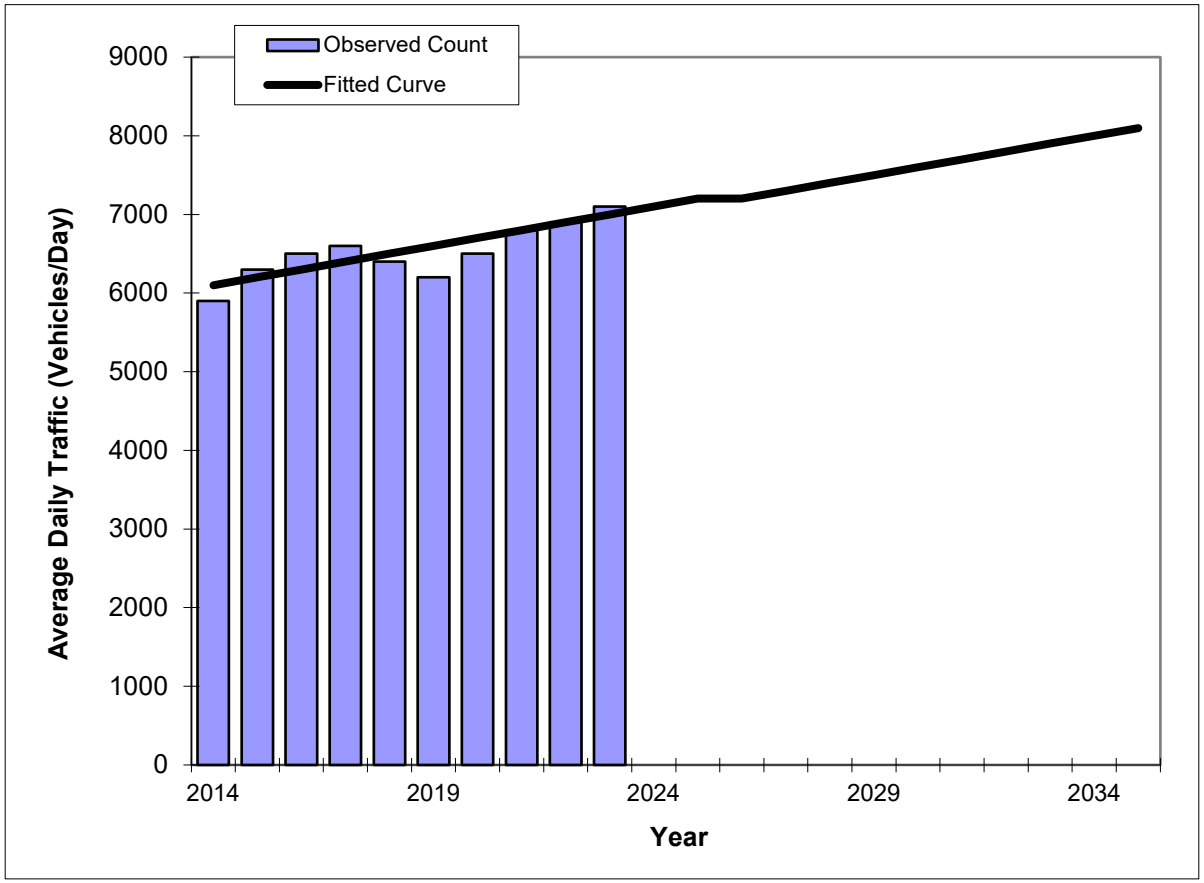
** Annual Trend Increase:	220
Trend R-squared:	96.8%
Trend Annual Historic Growth Rate:	3.17%
Trend Growth Rate (2023 to Design Year):	3.17%
Printed:	10-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Royal Palms Pkwy -- US 1 to Rymfore Drive

County:	Flagler
Station #:	3200
Highway:	Royal Palms Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2014	5900	6100
2015	6300	6200
2016	6500	6300
2017	6600	6400
2018	6400	6500
2019	6200	6600
2020	6500	6700
2021	6800	6800
2022	6900	6900
2023	7100	7000
2025 Opening Year Trend		
2025	N/A	7200
2030 Mid-Year Trend		
2030	N/A	7600
2035 Design Year Trend		
2035	N/A	8100
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	97
Trend R-squared:	69.5%
Trend Annual Historic Growth Rate:	1.64%
Trend Growth Rate (2023 to Design Year):	1.31%
Printed:	10-Apr-25

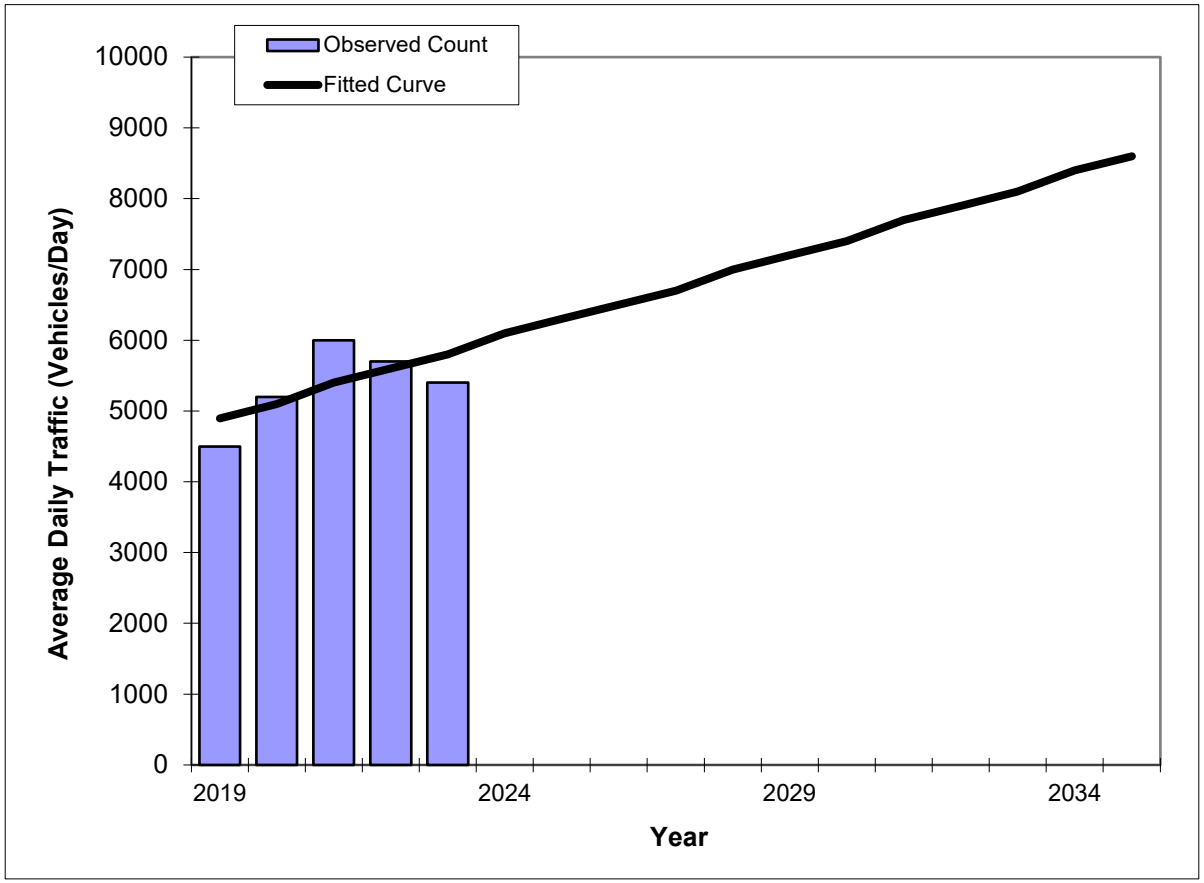
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Royal Palm sPkwy -- Rymfire to Belle Terre

County:	Flagler
Station #:	3210
Highway:	Royal Palm sPkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2019	4500	4900
2020	5200	5100
2021	6000	5400
2022	5700	5600
2023	5400	5800
2025 Opening Year Trend		
2025	N/A	6300
2030 Mid-Year Trend		
2030	N/A	7400
2035 Design Year Trend		
2035	N/A	8600
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

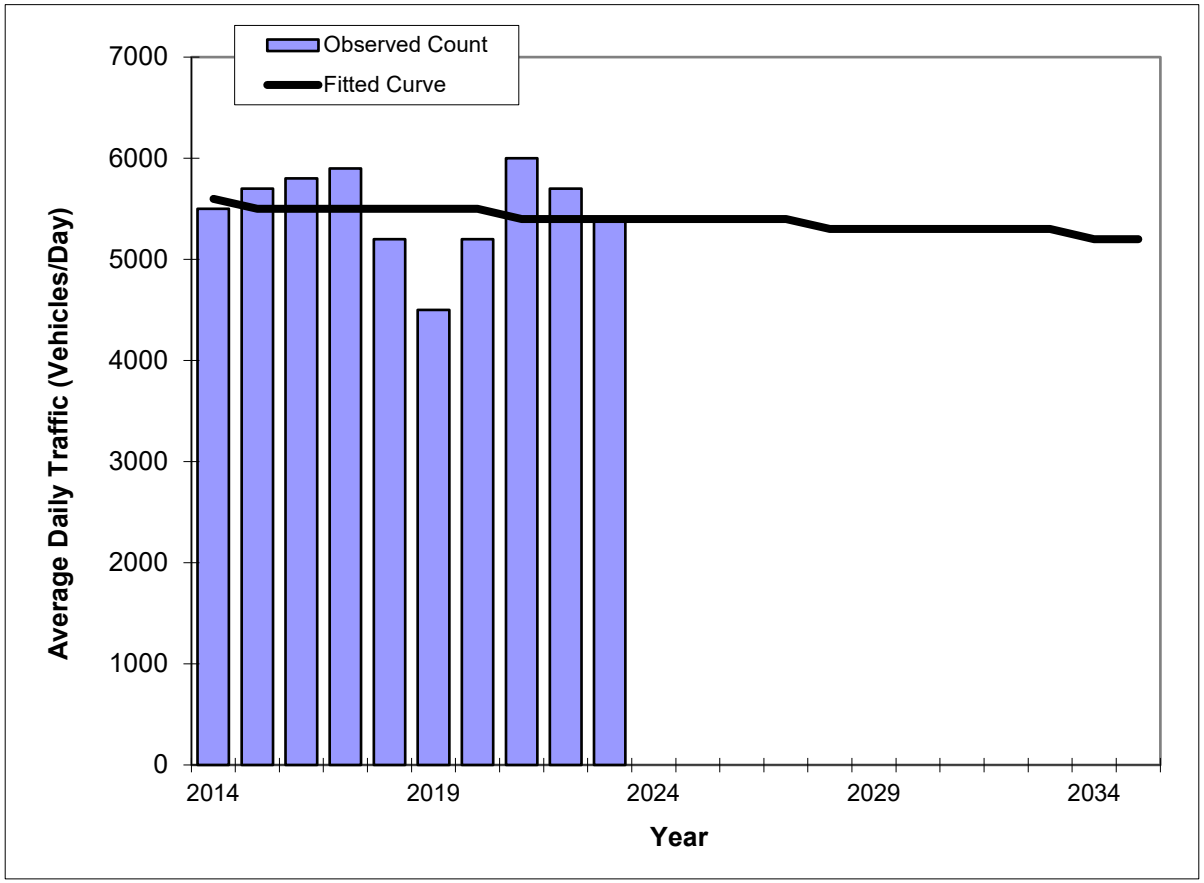
** Annual Trend Increase:	230
Trend R-squared:	40.9%
Trend Annual Historic Growth Rate:	4.59%
Trend Growth Rate (2023 to Design Year):	4.02%
Printed:	10-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Royal Palm sPkwy -- Rymfire to Belle Terre

County:	Flagler
Station #:	3210
Highway:	Royal Palm sPkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2014	5500	5600
2015	5700	5500
2016	5800	5500
2017	5900	5500
2018	5200	5500
2019	4500	5500
2020	5200	5500
2021	6000	5400
2022	5700	5400
2023	5400	5400
2025 Opening Year Trend		
2025	N/A	5400
2030 Mid-Year Trend		
2030	N/A	5300
2035 Design Year Trend		
2035	N/A	5200
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	-16
Trend R-squared:	1.2%
Trend Annual Historic Growth Rate:	-0.40%
Trend Growth Rate (2023 to Design Year):	-0.31%
Printed:	10-Apr-25

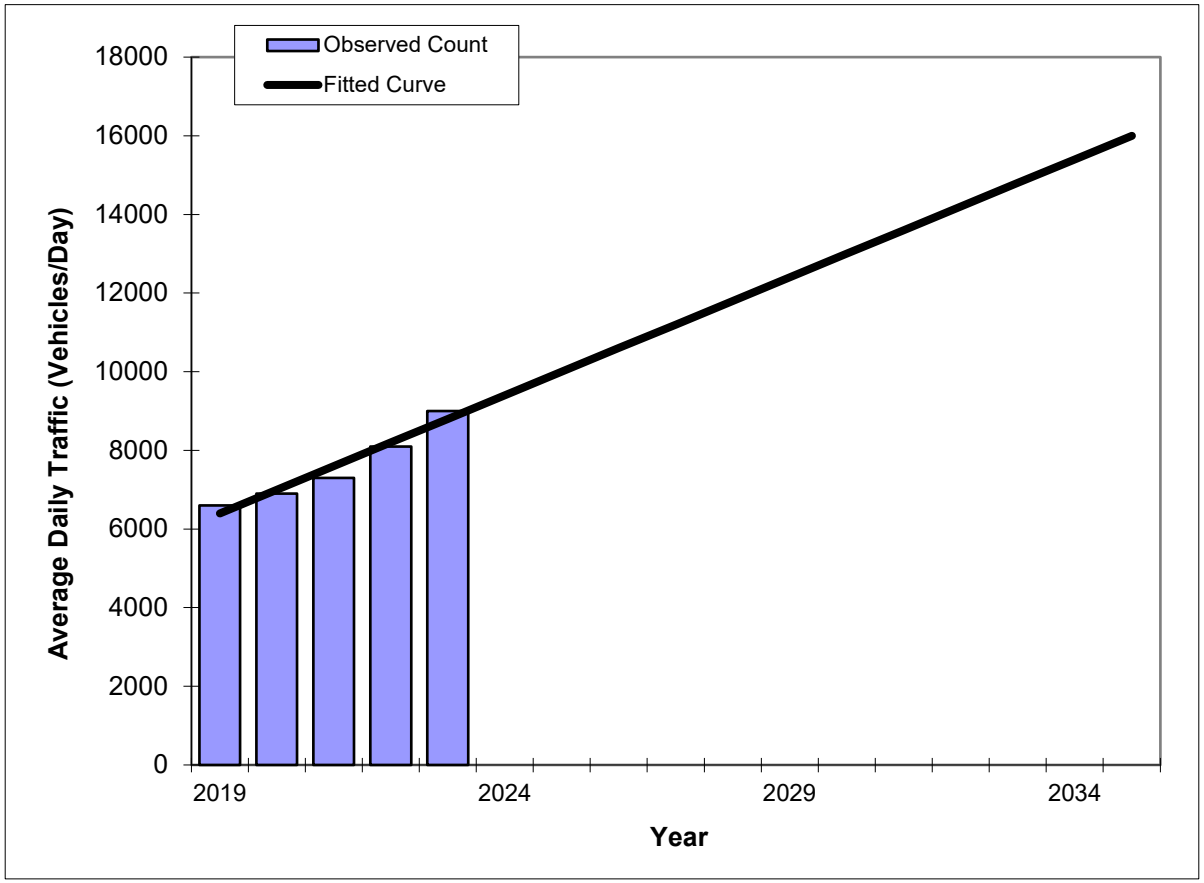
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Whiteview Pkwy -- US 1 to White Mill Drive

County:	Flagler
Station #:	3920
Highway:	Whiteview Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2019	6600	6400
2020	6900	7000
2021	7300	7600
2022	8100	8200
2023	9000	8800
2025 Opening Year Trend		
2025	N/A	10000
2030 Mid-Year Trend		
2030	N/A	13000
2035 Design Year Trend		
2035	N/A	16000
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	600
Trend R-squared:	95.0%
Trend Annual Historic Growth Rate:	9.38%
Trend Growth Rate (2023 to Design Year):	6.82%
Printed:	10-Apr-25

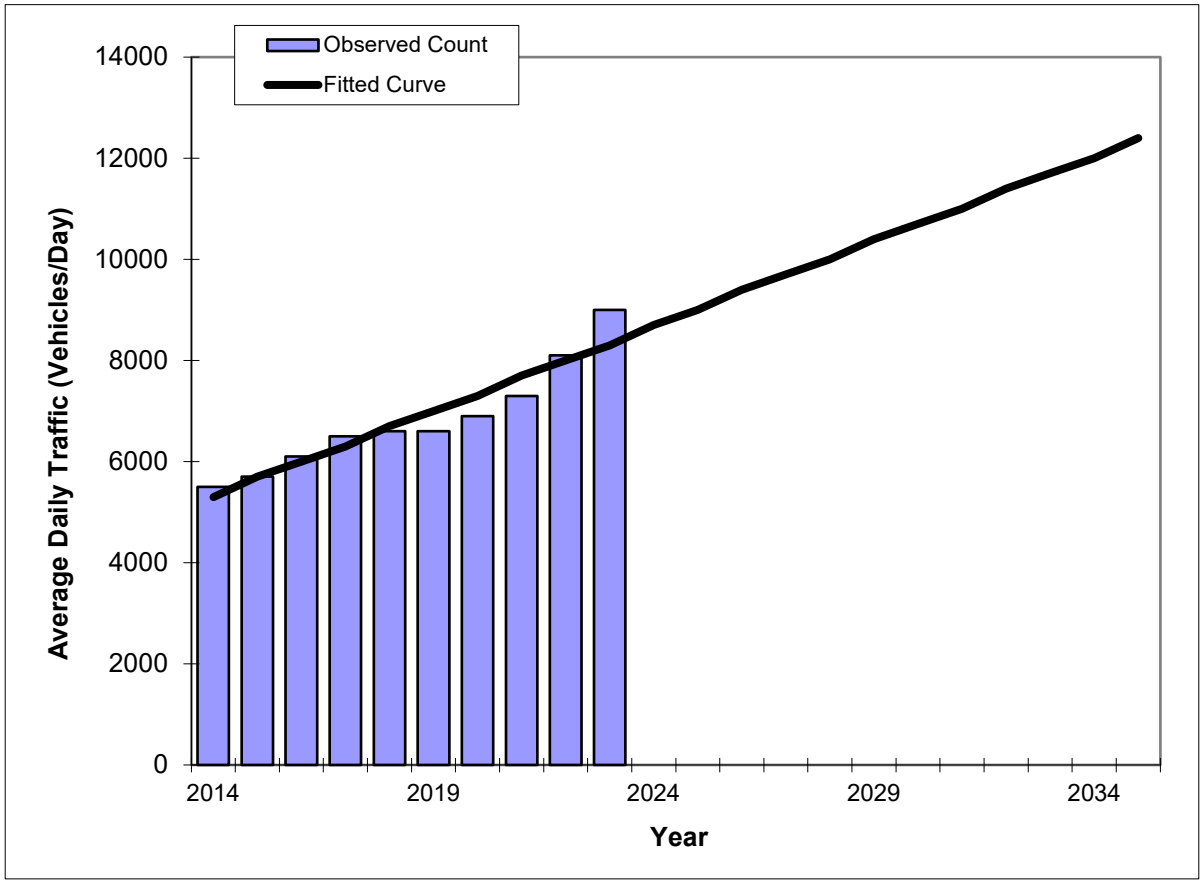
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Whiteview Pkwy -- US 1 to White Mill Drive

County:	Flagler
Station #:	3920
Highway:	Whiteview Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2014	5500	5300
2015	5700	5700
2016	6100	6000
2017	6500	6300
2018	6600	6700
2019	6600	7000
2020	6900	7300
2021	7300	7700
2022	8100	8000
2023	9000	8300
2025 Opening Year Trend		
2025	N/A	9000
2030 Mid-Year Trend		
2030	N/A	10700
2035 Design Year Trend		
2035	N/A	12400
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	336
Trend R-squared:	90.3%
Trend Annual Historic Growth Rate:	6.29%
Trend Growth Rate (2023 to Design Year):	4.12%
Printed:	10-Apr-25

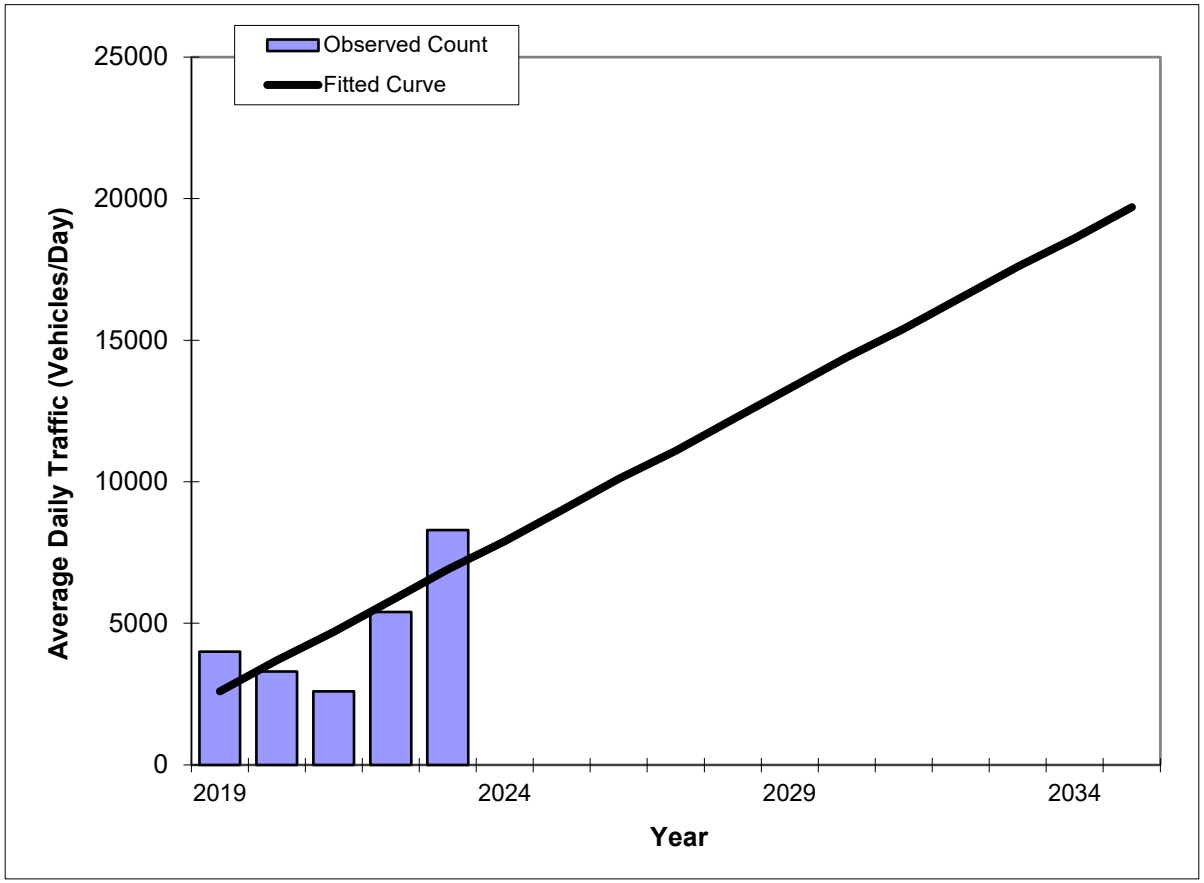
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Whiteview Pkwy -- Belle Terre to Pritchard

County:	Flagler
Station #:	3900
Highway:	Whiteview Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2019	4000	2600
2020	3300	3700
2021	2600	4700
2022	5400	5800
2023	8300	6900
2025 Opening Year Trend		
2025	N/A	9000
2030 Mid-Year Trend		
2030	N/A	14400
2035 Design Year Trend		
2035	N/A	19700
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

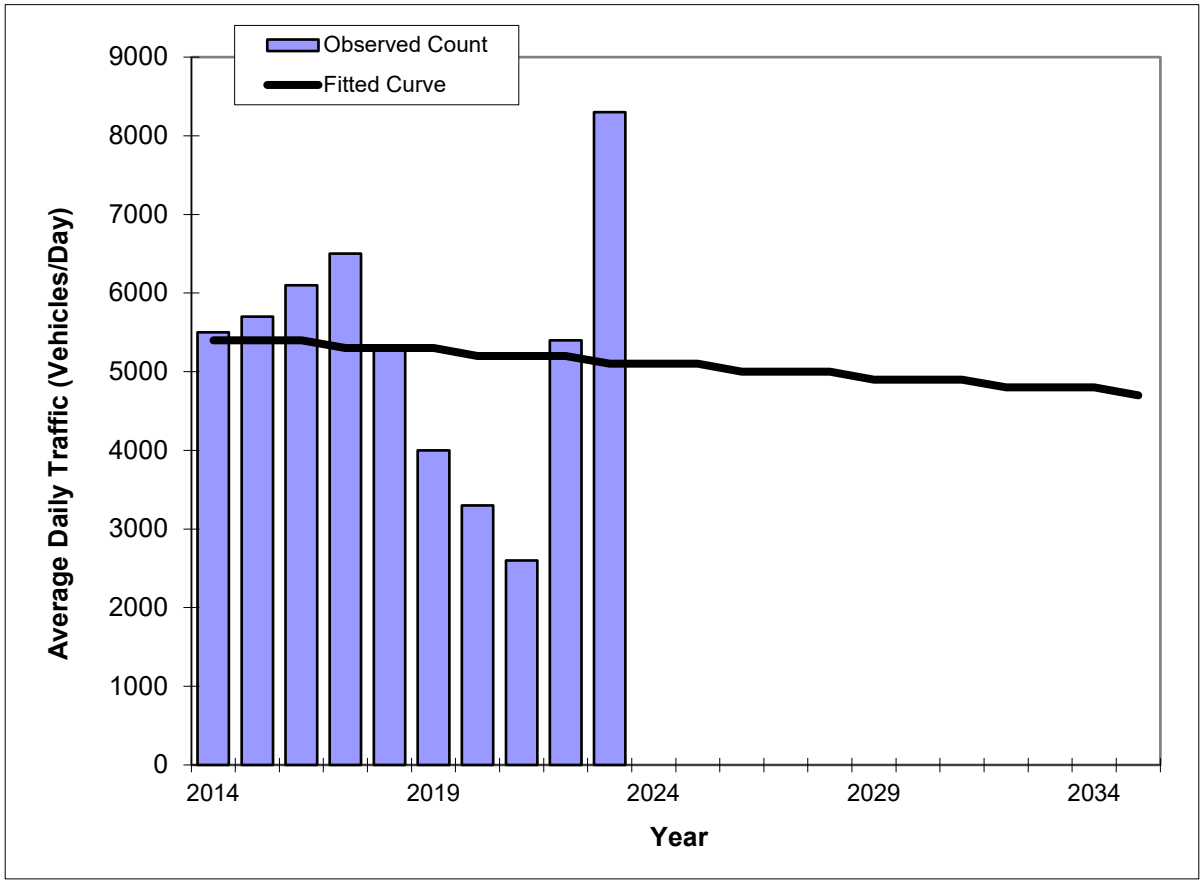
** Annual Trend Increase:	1,070
Trend R-squared:	56.4%
Trend Annual Historic Growth Rate:	41.35%
Trend Growth Rate (2023 to Design Year):	15.46%
Printed:	10-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Whiteview Pkwy -- Belle Terre to Pritchard

County:	Flagler
Station #:	3900
Highway:	Whiteview Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2014	5500	5400
2015	5700	5400
2016	6100	5400
2017	6500	5300
2018	5300	5300
2019	4000	5300
2020	3300	5200
2021	2600	5200
2022	5400	5200
2023	8300	5100
2025 Opening Year Trend		
2025	N/A	5100
2030 Mid-Year Trend		
2030	N/A	4900
2035 Design Year Trend		
2035	N/A	4700
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

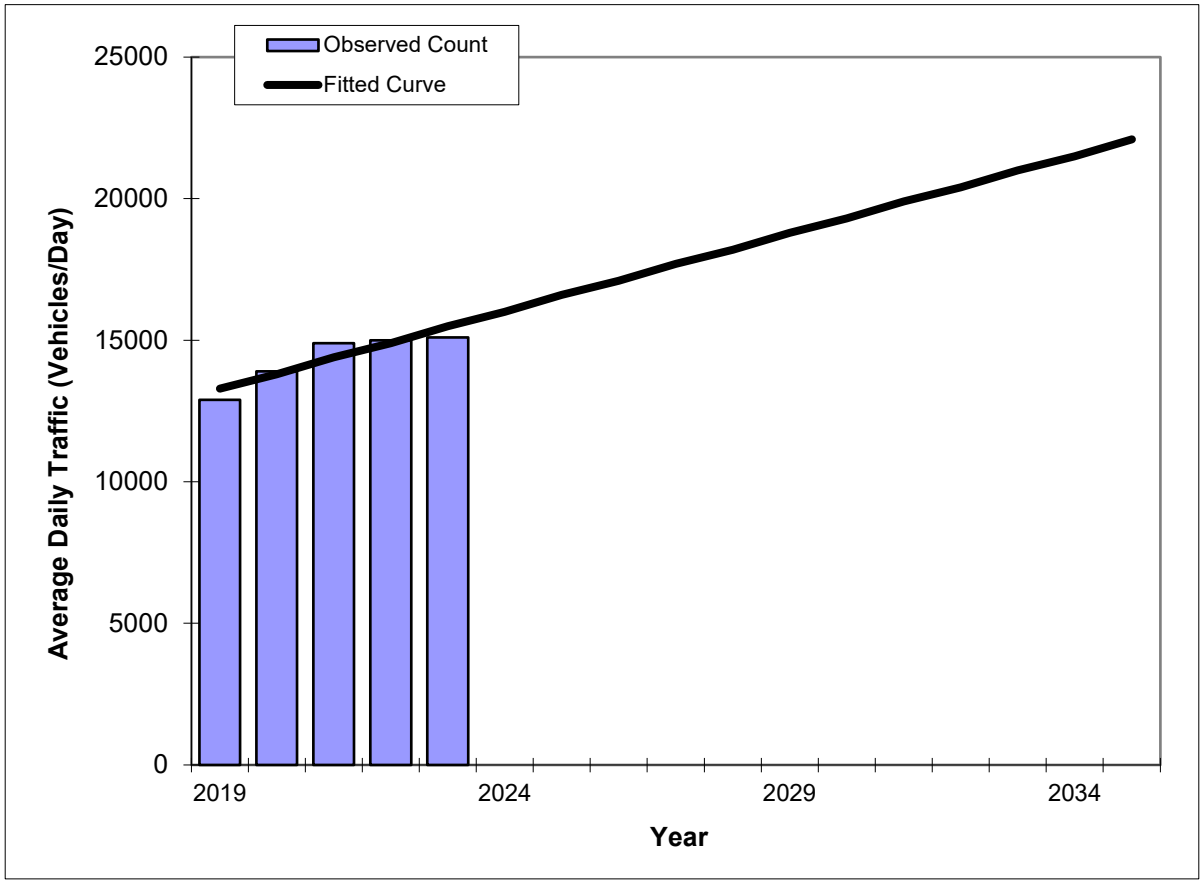
** Annual Trend Increase:	-32
Trend R-squared:	0.4%
Trend Annual Historic Growth Rate:	-0.62%
Trend Growth Rate (2023 to Design Year):	-0.65%
Printed:	10-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Palm Coast Pkwy -- US 1 to Pine Lakes Pkwy

County:	Flagler
Station #:	2800
Highway:	Palm Coast Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2019	12900	13300
2020	13900	13800
2021	14900	14400
2022	15000	14900
2023	15100	15500
2025 Opening Year Trend		
2025	N/A	16600
2030 Mid-Year Trend		
2030	N/A	19300
2035 Design Year Trend		
2035	N/A	22100
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	550
Trend R-squared:	84.2%
Trend Annual Historic Growth Rate:	4.14%
Trend Growth Rate (2023 to Design Year):	3.55%
Printed:	10-Apr-25

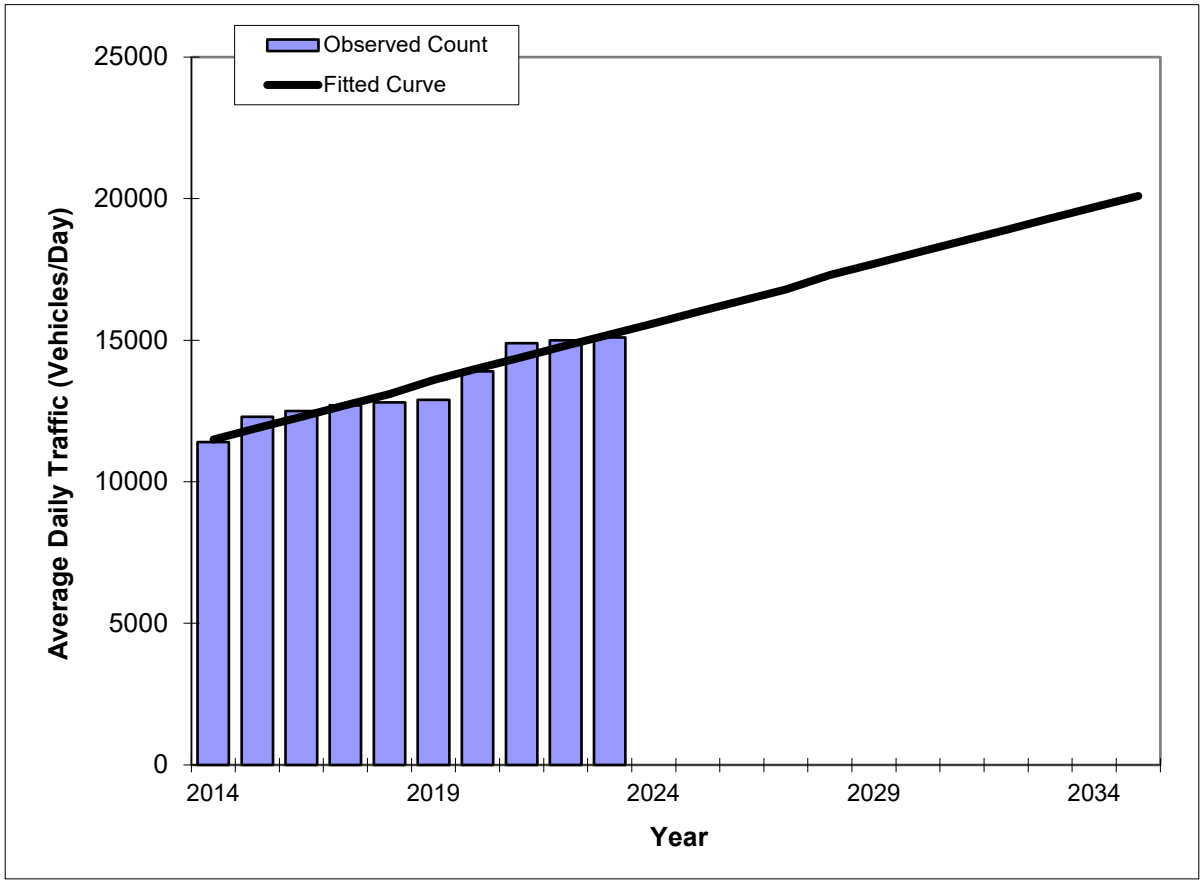
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Palm Coast Pkwy -- US 1 to Pine Lakes Pkwy

County:	Flagler
Station #:	2815
Highway:	Palm Coast Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2014	11400	11500
2015	12300	11900
2016	12500	12300
2017	12700	12700
2018	12800	13100
2019	12900	13600
2020	13900	14000
2021	14900	14400
2022	15000	14800
2023	15100	15200
2025 Opening Year Trend		
2025	N/A	16000
2030 Mid-Year Trend		
2030	N/A	18100
2035 Design Year Trend		
2035	N/A	20100
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	412
Trend R-squared:	92.9%
Trend Annual Historic Growth Rate:	3.57%
Trend Growth Rate (2023 to Design Year):	2.69%
Printed:	10-Apr-25

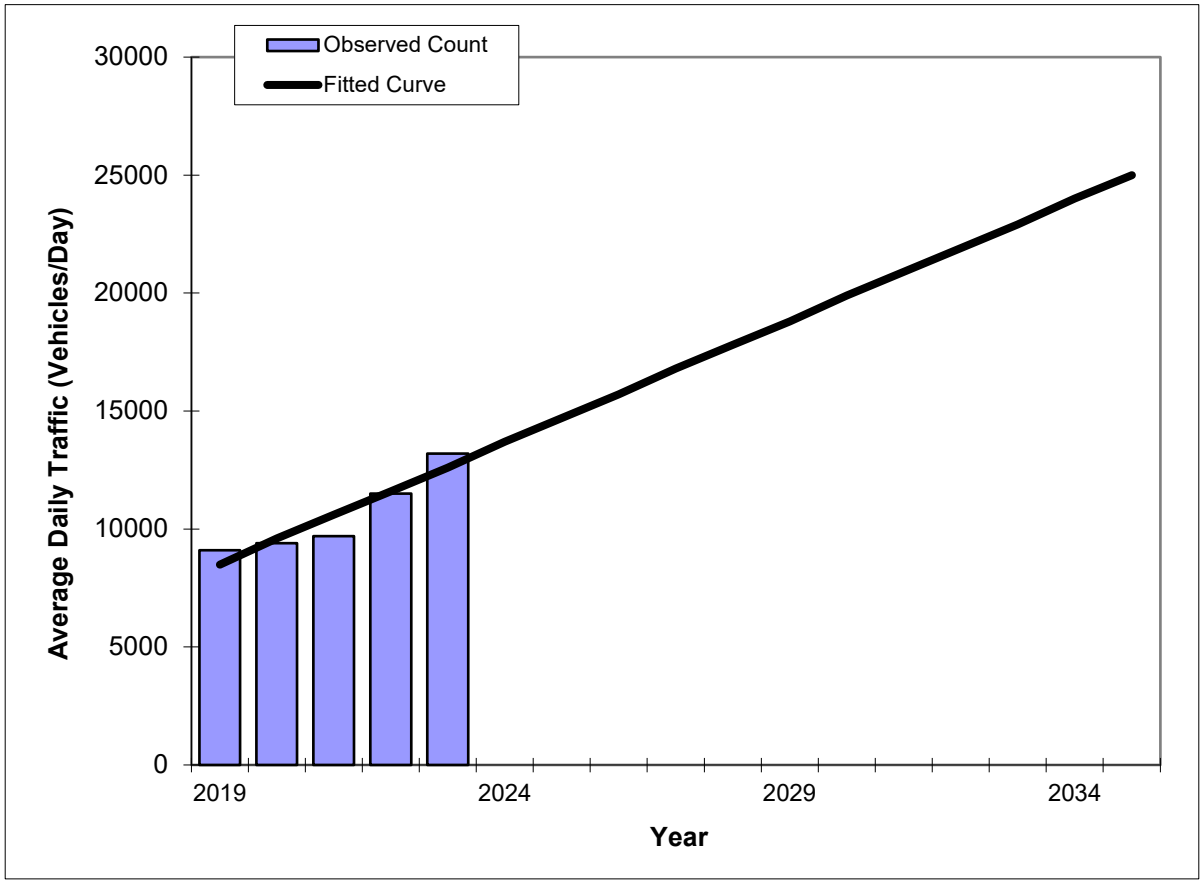
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Whiteview Pkwy -- Pine Lakes Pkwy to Belle Terre Pkwy

County:	Flagler
Station #:	2815
Highway:	Whiteview Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2019	9100	8500
2020	9400	9600
2021	9700	10600
2022	11500	11600
2023	13200	12600
2025 Opening Year Trend		
2025	N/A	14700
2030 Mid-Year Trend		
2030	N/A	19900
2035 Design Year Trend		
2035	N/A	25000
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	1,030
Trend R-squared:	87.9%
Trend Annual Historic Growth Rate:	12.06%
Trend Growth Rate (2023 to Design Year):	8.20%
Printed:	10-Apr-25

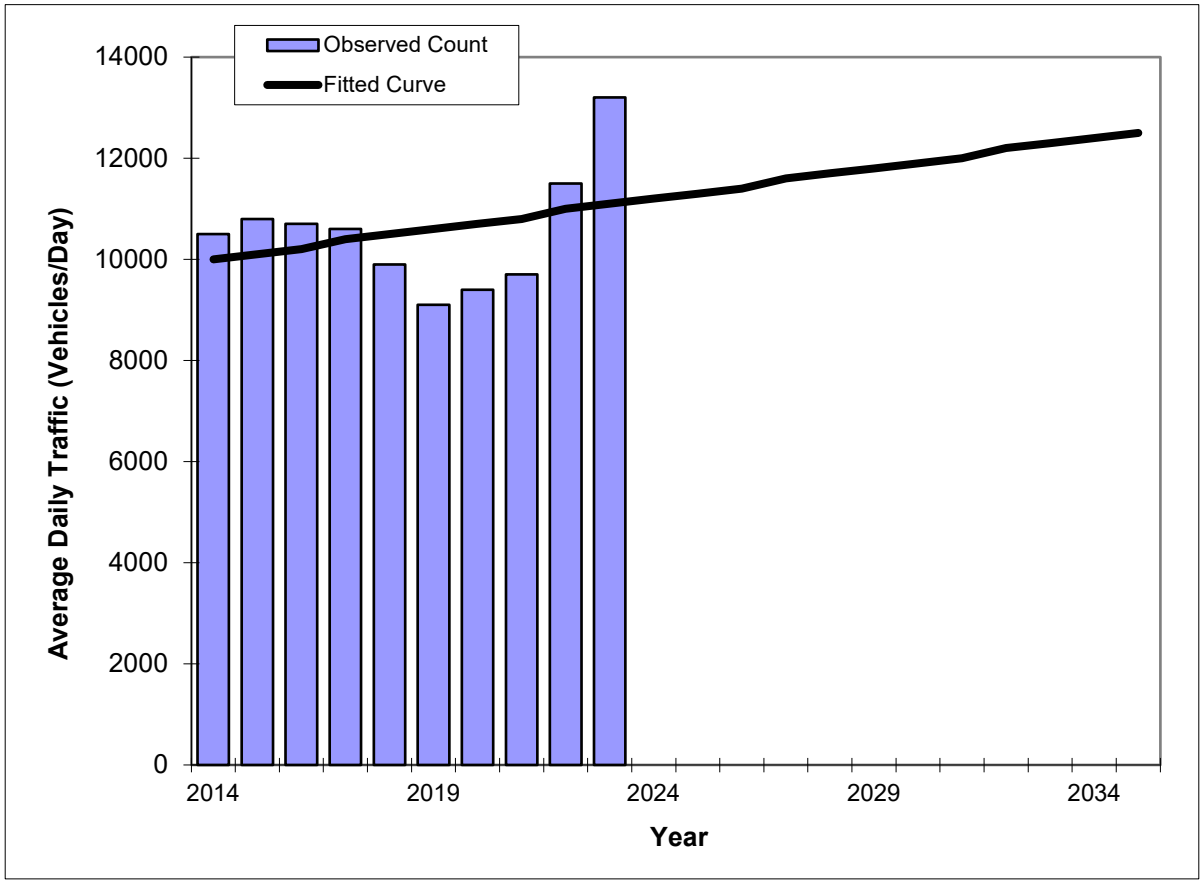
Straight Line Growth Option

***Axle-Adjusted**

TRAFFIC TRENDS

Whiteview Pkwy -- Pine Lakes Pkwy to Belle Terre Pkwy

County:	Flagler
Station #:	2815
Highway:	Whiteview Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2014	10500	10000
2015	10800	10100
2016	10700	10200
2017	10600	10400
2018	9900	10500
2019	9100	10600
2020	9400	10700
2021	9700	10800
2022	11500	11000
2023	13200	11100
2025 Opening Year Trend		
2025	N/A	11300
2030 Mid-Year Trend		
2030	N/A	11900
2035 Design Year Trend		
2035	N/A	12500
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	120
Trend R-squared:	9.4%
Trend Annual Historic Growth Rate:	1.22%
Trend Growth Rate (2023 to Design Year):	1.05%
Printed:	10-Apr-25

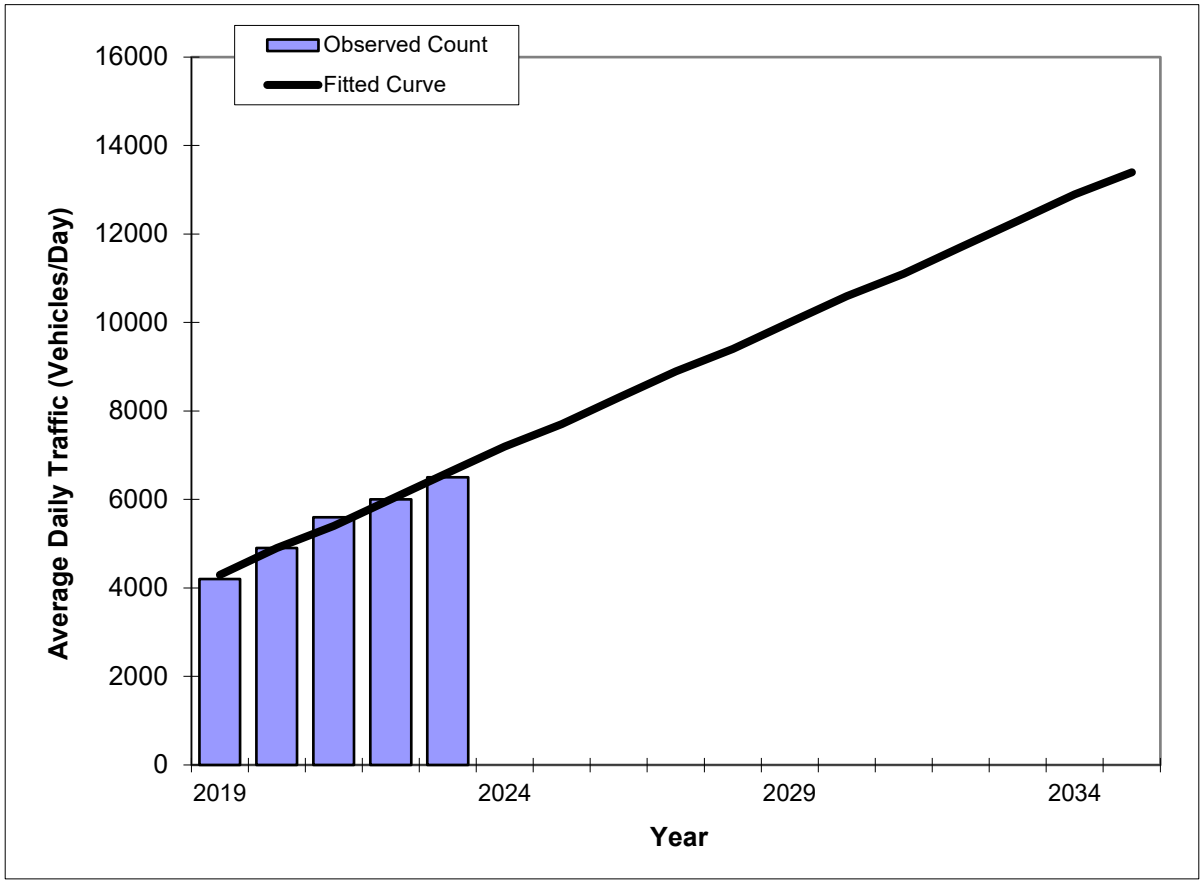
Straight Line Growth Option

***Axle-Adjusted**

TRAFFIC TRENDS

Matanzas Woods Pkwy -- US 1 to Belle Terre Pkwy

County:	Flagler
Station #:	2400
Highway:	Matanzas Woods Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2019	4200	4300
2020	4900	4900
2021	5600	5400
2022	6000	6000
2023	6500	6600
2025 Opening Year Trend		
2025	N/A	7700
2030 Mid-Year Trend		
2030	N/A	10600
2035 Design Year Trend		
2035	N/A	13400
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	570
Trend R-squared:	98.7%
Trend Annual Historic Growth Rate:	13.37%
Trend Growth Rate (2023 to Design Year):	8.59%
Printed:	10-Apr-25

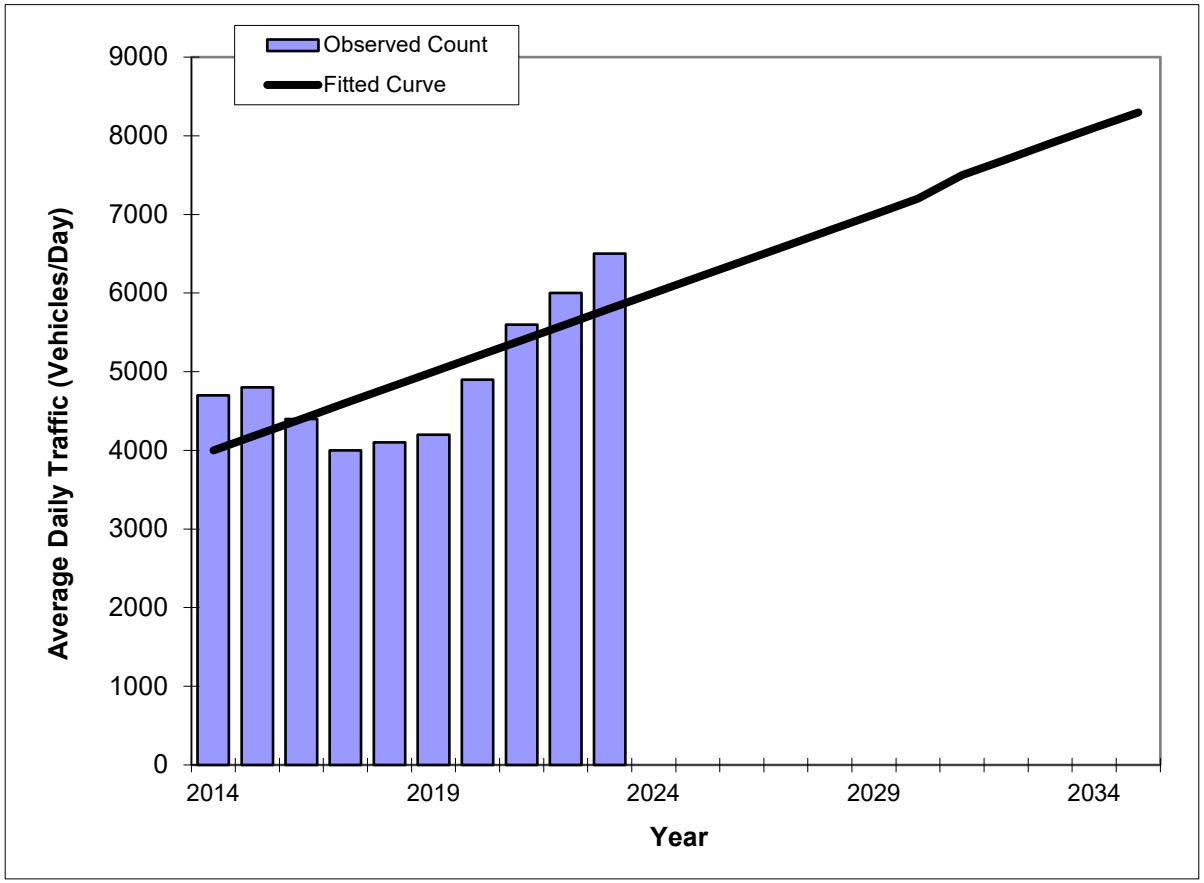
Straight Line Growth Option

***Axle-Adjusted**

TRAFFIC TRENDS

Matanzas Woods Pkwy -- US 1 to Belle Terre Pkwy

County:	Flagler
Station #:	2400
Highway:	Matanzas Woods Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2014	4700	4000
2015	4800	4200
2016	4400	4400
2017	4000	4600
2018	4100	4800
2019	4200	5000
2020	4900	5200
2021	5600	5400
2022	6000	5600
2023	6500	5800
2025 Opening Year Trend		
2025	N/A	6200
2030 Mid-Year Trend		
2030	N/A	7200
2035 Design Year Trend		
2035	N/A	8300
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

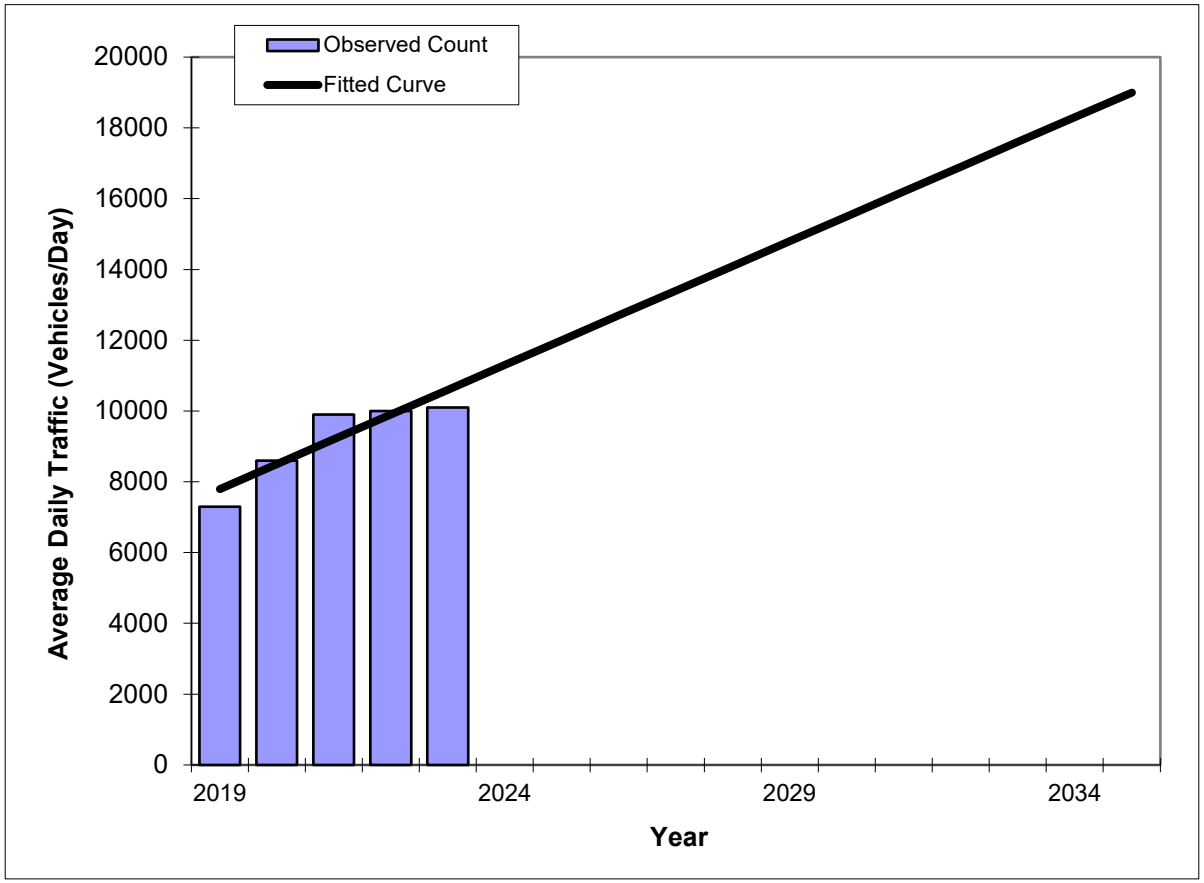
** Annual Trend Increase:	202
Trend R-squared:	52.0%
Trend Annual Historic Growth Rate:	5.00%
Trend Growth Rate (2023 to Design Year):	3.59%
Printed:	10-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Matanzas Woods Pkwy -- Belle Terre to Bird of Paradise

County:	Flagler
Station #:	2410
Highway:	Matanzas Woods Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2019	7300	7800
2020	8600	8500
2021	9900	9200
2022	10000	9900
2023	10100	10600
2025 Opening Year Trend		
2025	N/A	12000
2030 Mid-Year Trend		
2030	N/A	15500
2035 Design Year Trend		
2035	N/A	19000
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

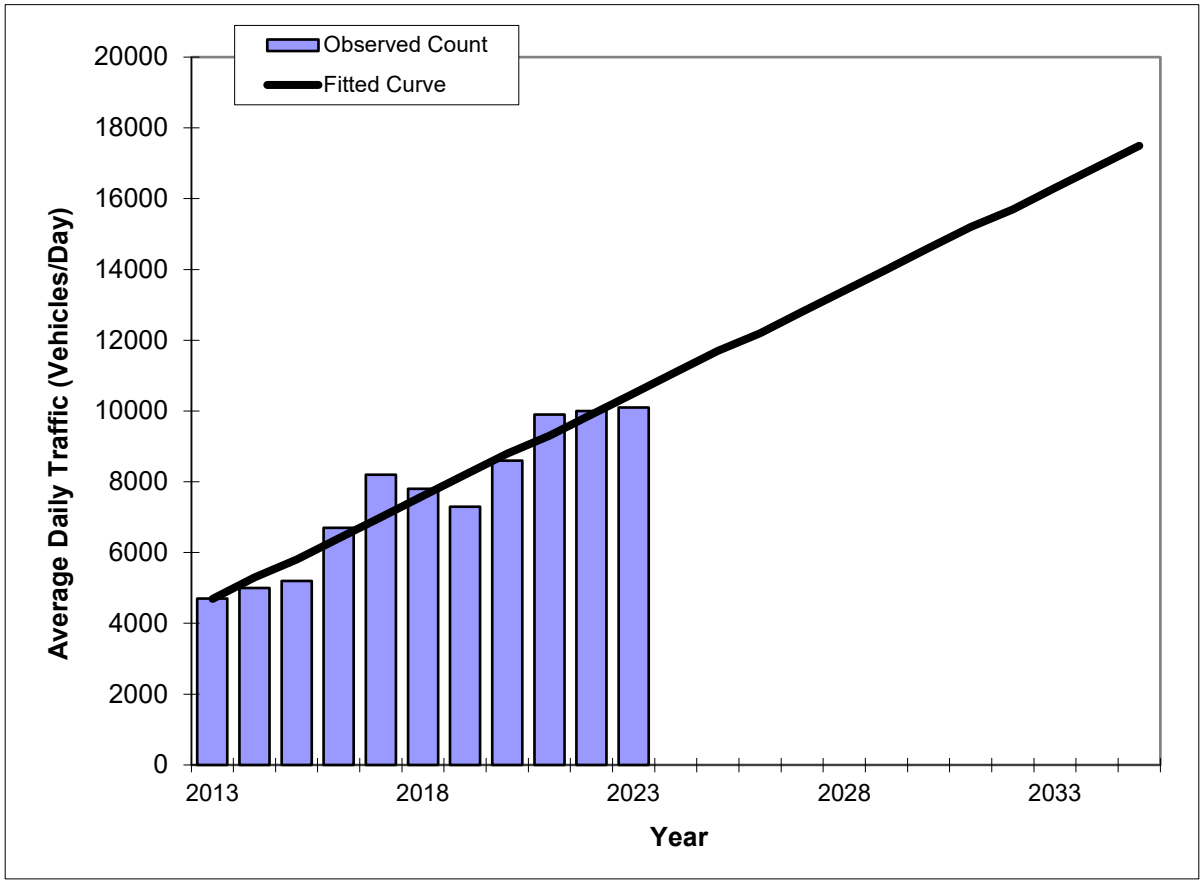
** Annual Trend Increase:	700
Trend R-squared:	82.9%
Trend Annual Historic Growth Rate:	8.97%
Trend Growth Rate (2023 to Design Year):	6.60%
Printed:	10-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Matanzas Woods Pkwy -- Belle Terre to Bird of Paradise

County:	Flagler
Station #:	2410
Highway:	Matanzas Woods Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2013	4700	4700
2014	5000	5300
2015	5200	5800
2016	6700	6400
2017	8200	7000
2018	7800	7600
2019	7300	8200
2020	8600	8800
2021	9900	9300
2022	10000	9900
2023	10100	10500
2025 Opening Year Trend		
2025	N/A	11700
2030 Mid-Year Trend		
2030	N/A	14600
2035 Design Year Trend		
2035	N/A	17500
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	582
Trend R-squared:	91.9%
Trend Annual Historic Growth Rate:	12.34%
Trend Growth Rate (2023 to Design Year):	5.56%
Printed:	10-Apr-25

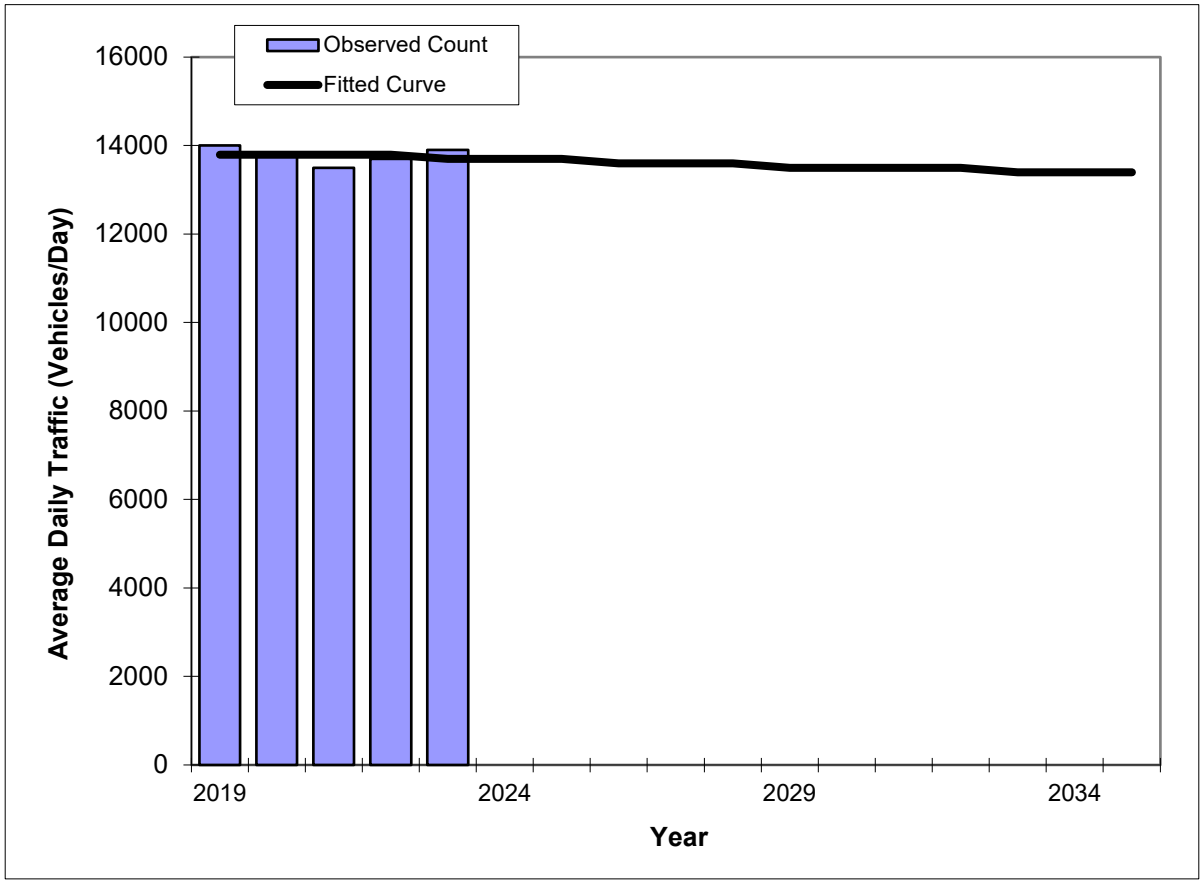
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Matanzas Woods Pkwy -- Bird of Paradise to I-95

County:	Flagler
Station #:	2415
Highway:	Matanzas Woods Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2019	14000	13800
2020	13800	13800
2021	13500	13800
2022	13700	13800
2023	13900	13700
2025 Opening Year Trend		
2025	N/A	13700
2030 Mid-Year Trend		
2030	N/A	13500
2035 Design Year Trend		
2035	N/A	13400
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	-30
Trend R-squared:	6.1%
Trend Annual Historic Growth Rate:	-0.18%
Trend Growth Rate (2023 to Design Year):	-0.18%
Printed:	10-Apr-25

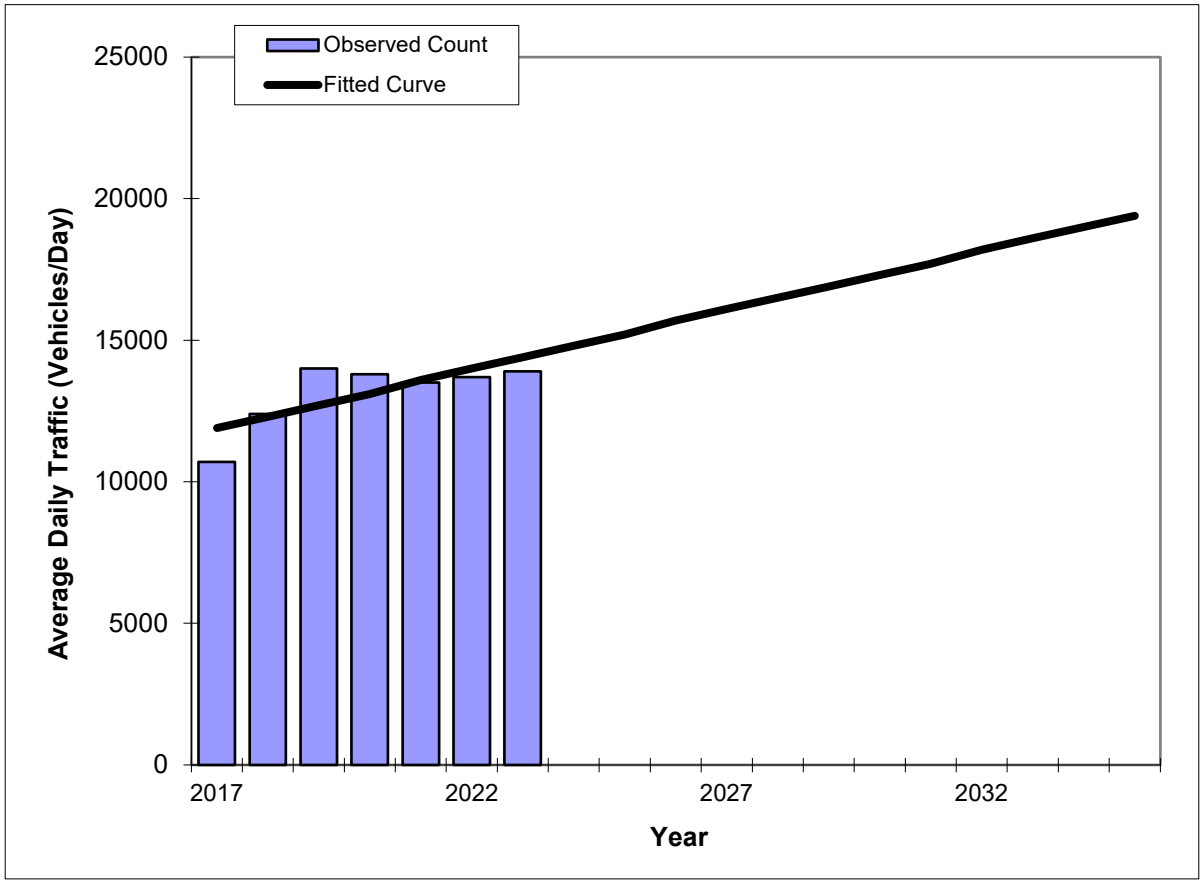
Straight Line Growth Option

***Axle-Adjusted**

TRAFFIC TRENDS

Matanzas Woods Pkwy -- Bird of Paradise to I-95

County:	Flagler
Station #:	2415
Highway:	Matanzas Woods Pkwy



Year	Traffic (ADT/AADT) Count*	Trend**
2017	10700	11900
2018	12400	12300
2019	14000	12700
2020	13800	13100
2021	13500	13600
2022	13700	14000
2023	13900	14400
2025 Opening Year Trend		
2025	N/A	15200
2030 Mid-Year Trend		
2030	N/A	17300
2035 Design Year Trend		
2035	N/A	19400
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	418
Trend R-squared:	56.2%
Trend Annual Historic Growth Rate:	3.50%
Trend Growth Rate (2023 to Design Year):	2.89%
Printed:	10-Apr-25

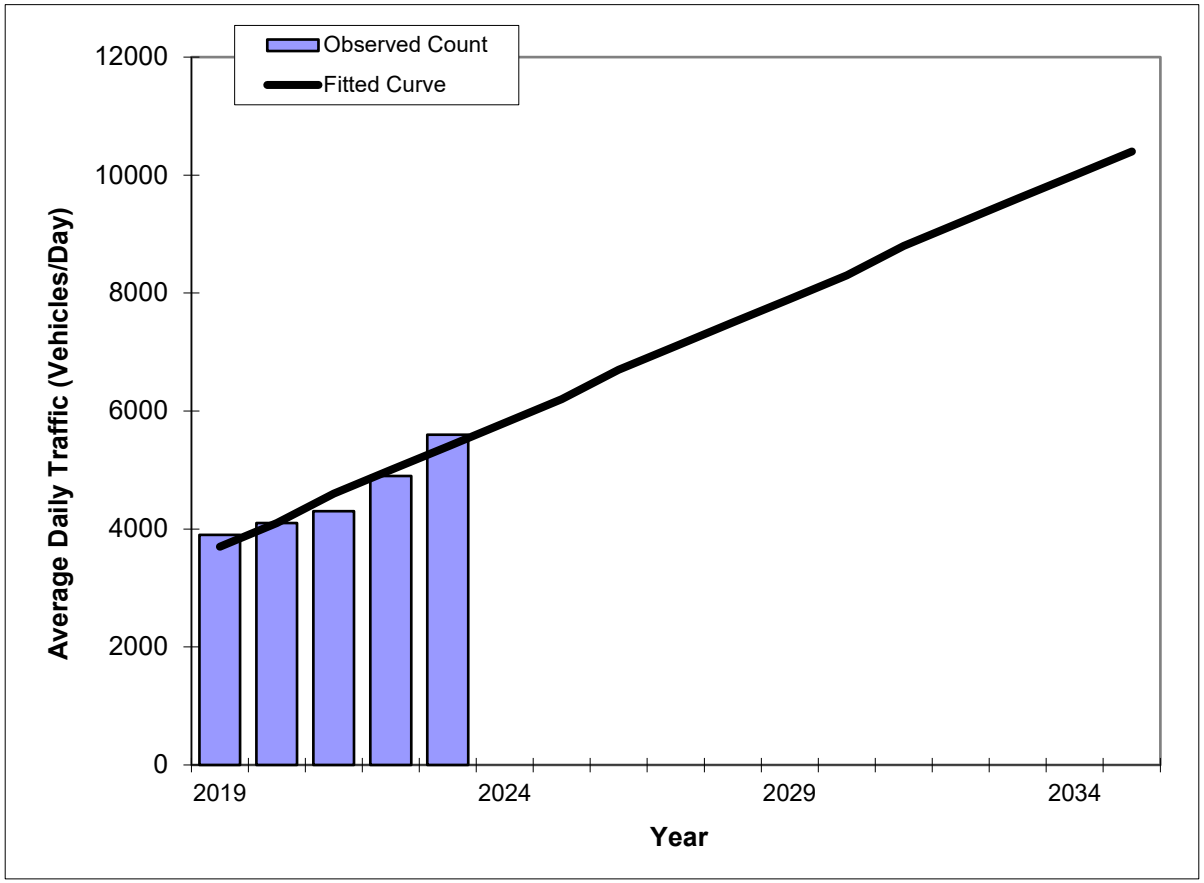
Straight Line Growth Option

***Axle-Adjusted**

TRAFFIC TRENDS

Rymfire Drive -- Royal Palms to Ravenwood

County:	Flagler
Station #:	3215
Highway:	Rymfire Drive



Year	Traffic (ADT/AADT) Count*	Trend**
2019	3900	3700
2020	4100	4100
2021	4300	4600
2022	4900	5000
2023	5600	5400
2025 Opening Year Trend		
2025	N/A	6200
2030 Mid-Year Trend		
2030	N/A	8300
2035 Design Year Trend		
2035	N/A	10400
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	420
Trend R-squared:	92.3%
Trend Annual Historic Growth Rate:	11.49%
Trend Growth Rate (2023 to Design Year):	7.72%
Printed:	10-Apr-25

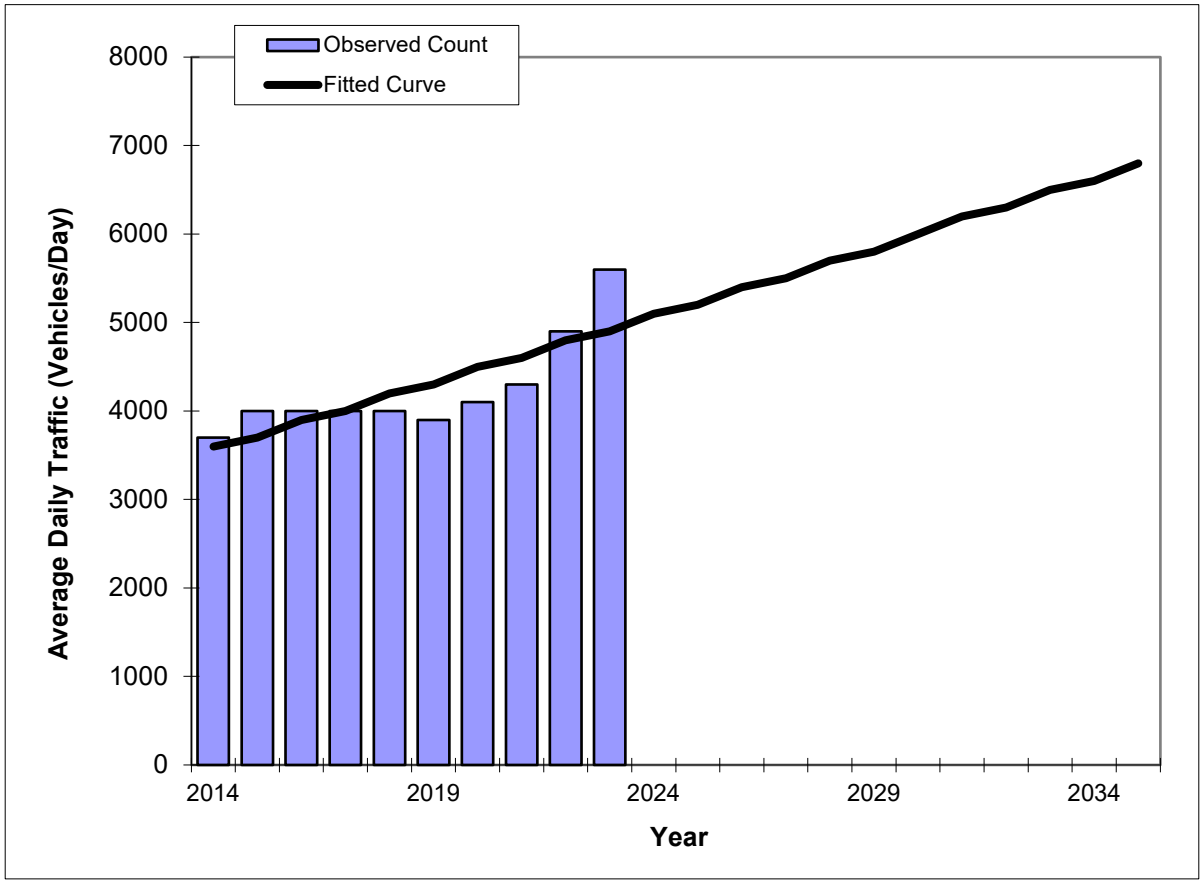
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Rymfire Drive -- Royal Palms to Ravenwood

County:	Flagler
Station #:	3215
Highway:	Rymfire Drive



Year	Traffic (ADT/AADT) Count*	Trend**
2014	3700	3600
2015	4000	3700
2016	4000	3900
2017	4000	4000
2018	4000	4200
2019	3900	4300
2020	4100	4500
2021	4300	4600
2022	4900	4800
2023	5600	4900
2025 Opening Year Trend		
2025	N/A	5200
2030 Mid-Year Trend		
2030	N/A	6000
2035 Design Year Trend		
2035	N/A	6800
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	152
Trend R-squared:	64.8%
Trend Annual Historic Growth Rate:	4.01%
Trend Growth Rate (2023 to Design Year):	3.23%
Printed:	10-Apr-25

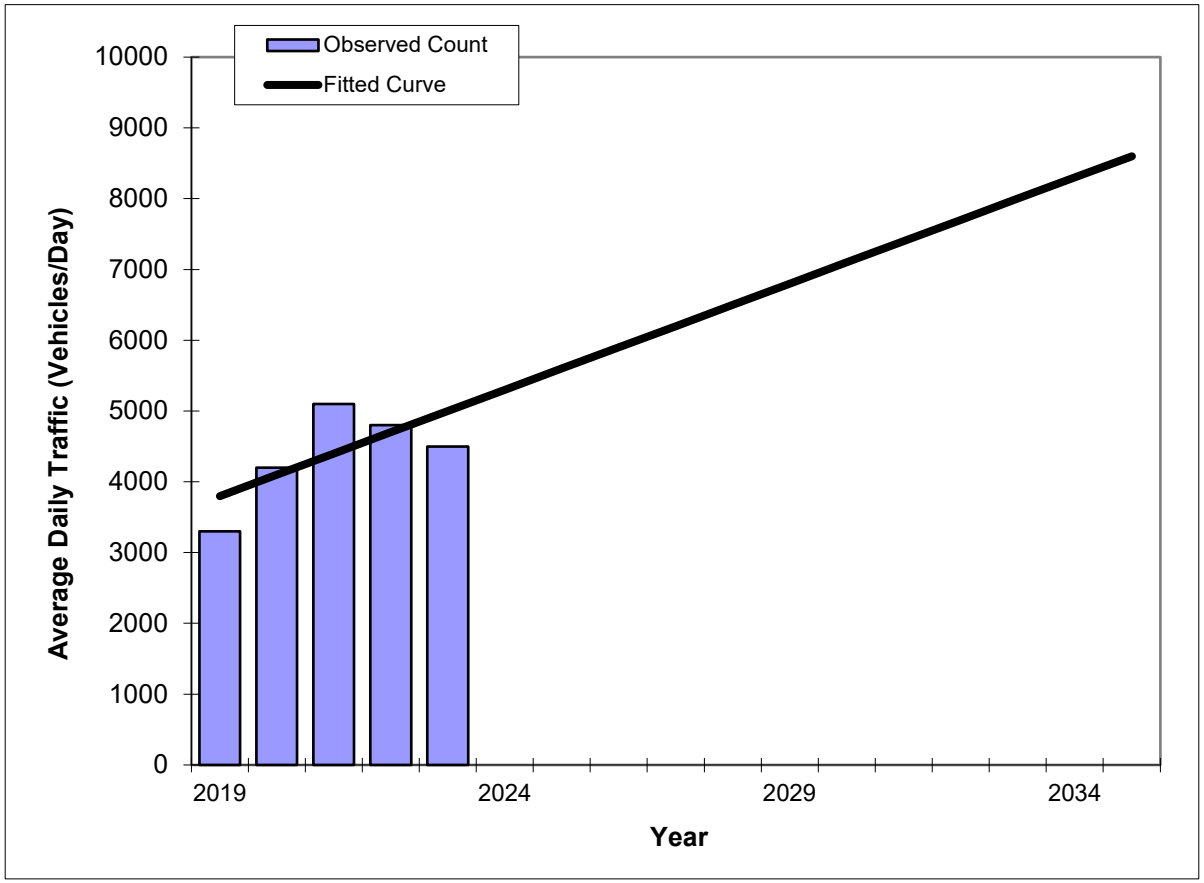
Straight Line Growth Option

*Axle-Adjusted

TRAFFIC TRENDS

Central Ave -- Park Street to Bulldog Drive

County:	Flagler
Station #:	4440
Highway:	Central Ave



Year	Traffic (ADT/AADT) Count*	Trend**
2019	3300	3800
2020	4200	4100
2021	5100	4400
2022	4800	4700
2023	4500	5000
2025 Opening Year Trend		
2025	N/A	5600
2030 Mid-Year Trend		
2030	N/A	7100
2035 Design Year Trend		
2035	N/A	8600
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

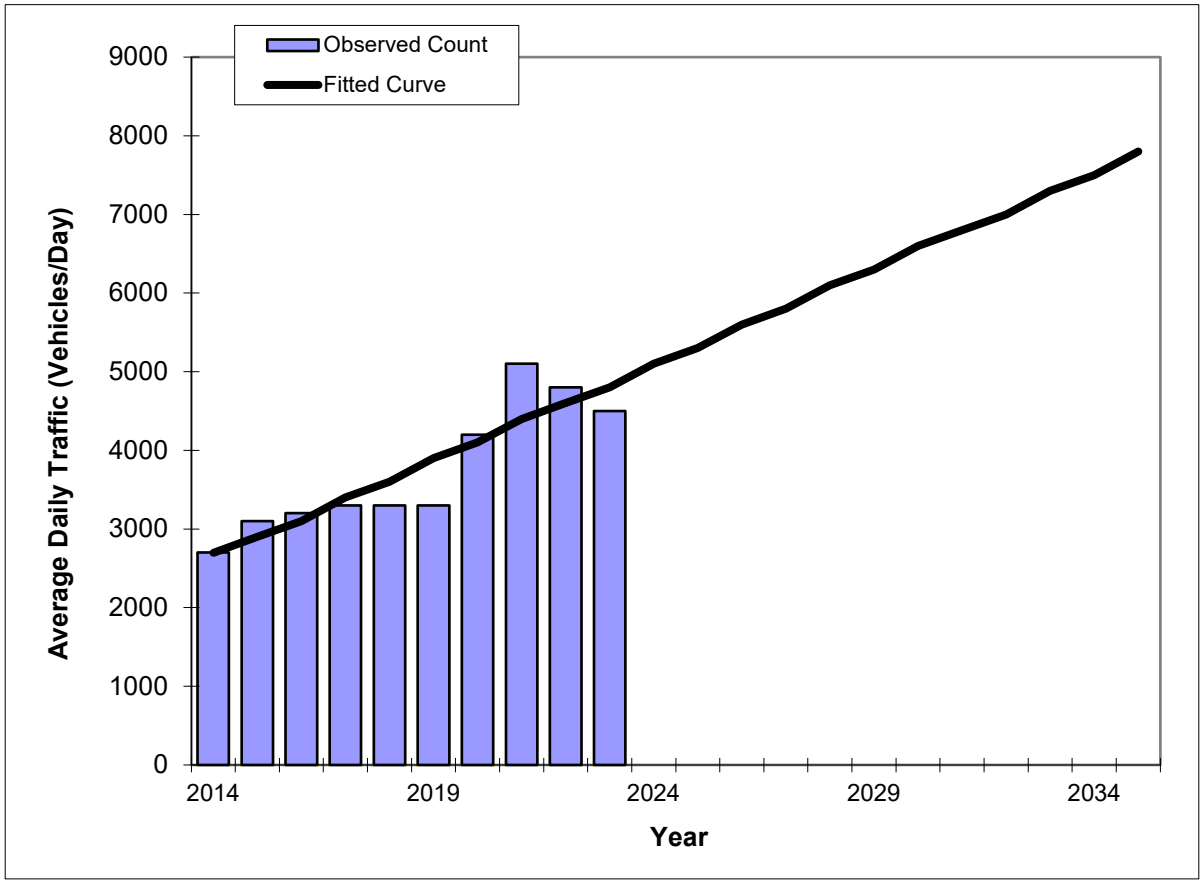
** Annual Trend Increase:	300
Trend R-squared:	47.2%
Trend Annual Historic Growth Rate:	7.89%
Trend Growth Rate (2023 to Design Year):	6.00%
Printed:	10-Apr-25

Straight Line Growth Option

TRAFFIC TRENDS

Central Ave -- Park Street to Bulldog Drive

County:	Flagler
Station #:	4440
Highway:	Central Ave



Year	Traffic (ADT/AADT) Count*	Trend**
2014	2700	2700
2015	3100	2900
2016	3200	3100
2017	3300	3400
2018	3300	3600
2019	3300	3900
2020	4200	4100
2021	5100	4400
2022	4800	4600
2023	4500	4800
2025 Opening Year Trend		
2025	N/A	5300
2030 Mid-Year Trend		
2030	N/A	6600
2035 Design Year Trend		
2035	N/A	7800
TRANPLAN Forecasts/Trends		

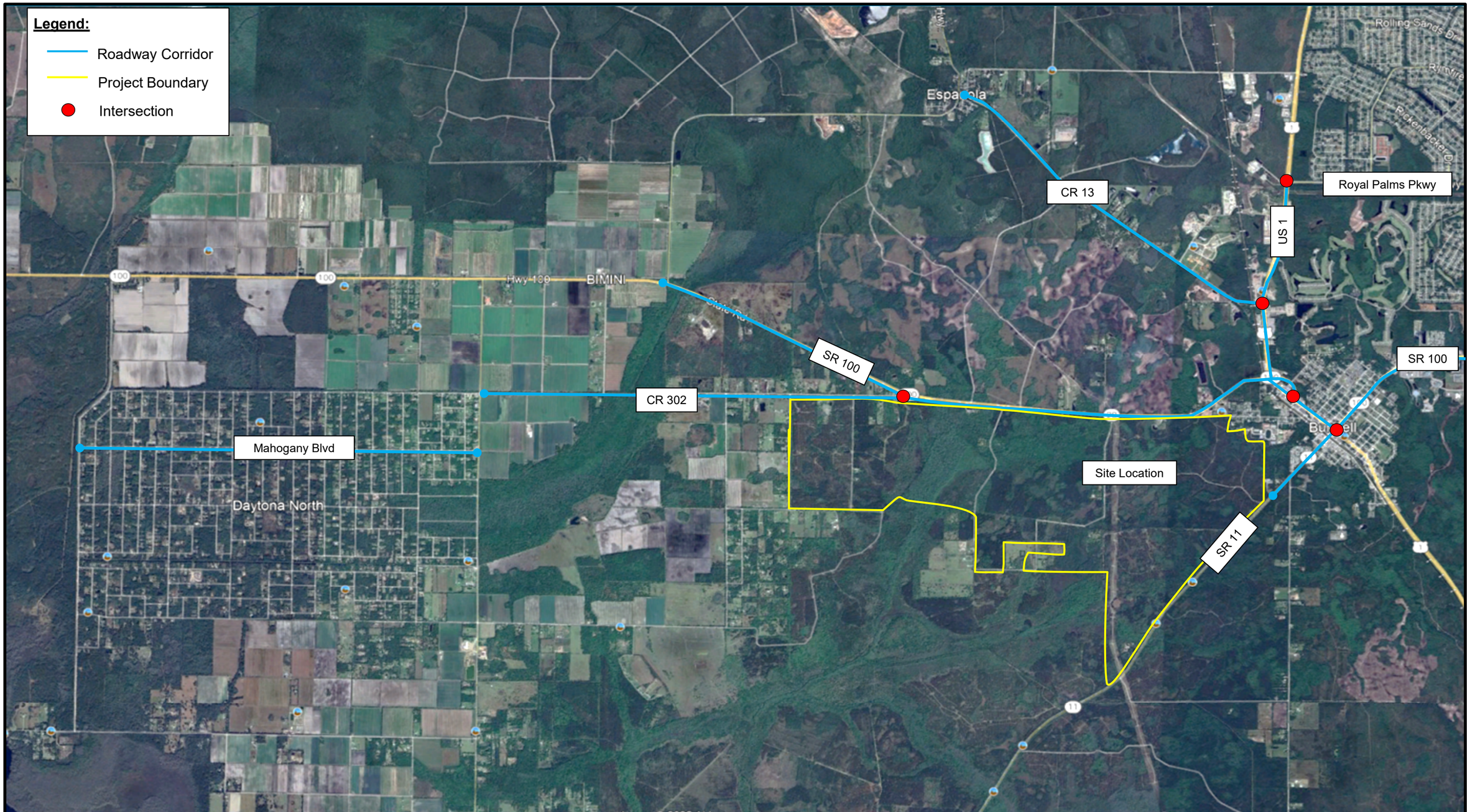
*Axle-Adjusted

** Annual Trend Increase:	244
Trend R-squared:	80.4%
Trend Annual Historic Growth Rate:	8.64%
Trend Growth Rate (2023 to Design Year):	5.21%
Printed:	10-Apr-25

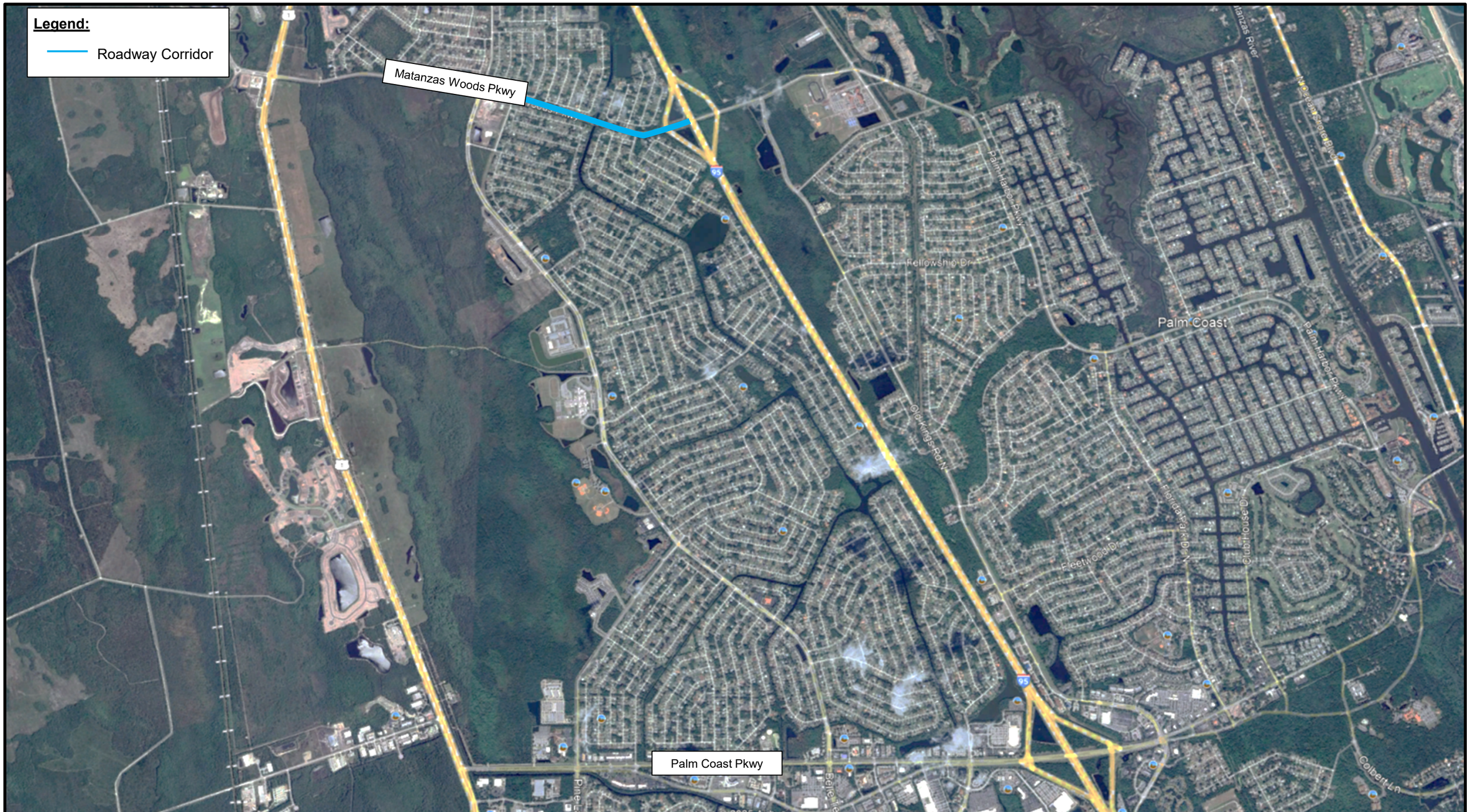
Straight Line Growth Option

EXHIBIT F

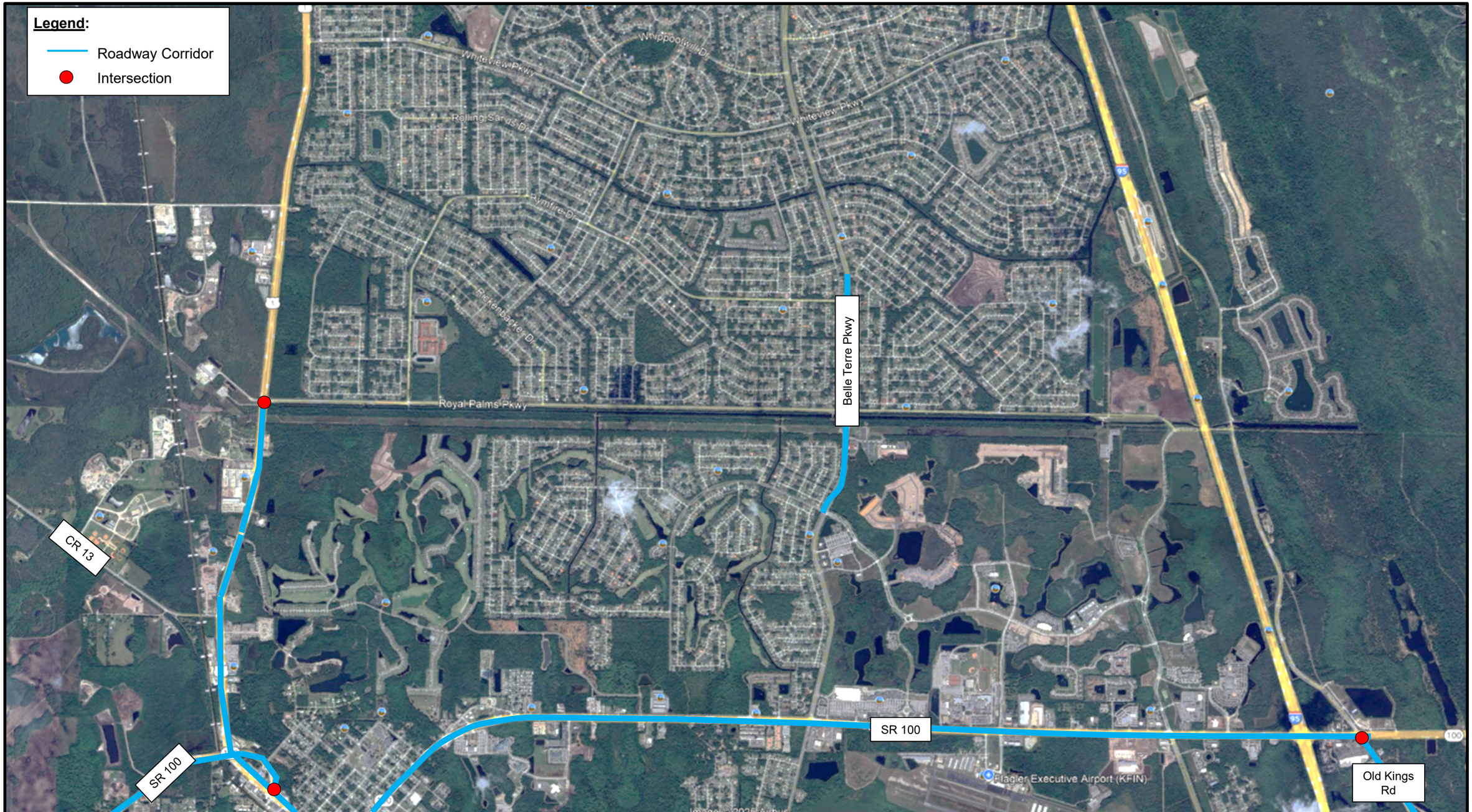
Intersection Corridor Identification



Reserve at Haw Creek	N NTS	LTG Engineering & Planning 1450 W Granada Blvd., Suite 2, Ormond Beach, Florida 32174 Telephone: 386.257.2571 * Fax: 386.257.6996 * EB# 0009227	**Critical Roadway Corridors for Intersection Monitoring** Project No.: 6409.02 — Exhibit F



Reserve at Haw Creek	N NTS	LTG Engineering & Planning 1450 W Granada Blvd., Suite 2, Ormond Beach, Florida 32174 Telephone: 386.257.2571 * Fax: 386.257.6996 * EB# 0009227	**Critical Roadway Corridors for Intersection Monitoring** Project No.: 6409.02 — Exhibit F



Reserve at Haw Creek	N NTS	LTG Engineering & Planning 1450 W Granada Blvd., Suite 2, Ormond Beach, Florida 32174 Telephone: 386.257.2571 * Fax: 386.257.6996 * EB# 0009227	**Critical Roadway Corridors for Intersection Monitoring** Project No.: 6409.02 — Exhibit F

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under "Applicable Exemptions", this indicates that the City of Bunnell has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the "Business Impact Estimate" section below. In addition, even if one or more exemptions are identified, the City of Bunnell may nevertheless choose to provide information concerning the proposed ordinance in the "Business Impact Estimate" section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance's title/reference:

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY TOTALING 2,788± ACRES, GENERALLY LOCATED BETWEEN WEST MOODY BOULEVARD/STATE HIGHWAY 11, STATE HIGHWAY 100 WEST, COUNTY ROAD 302, AND COUNTY ROAD 65, IN THE CITY OF BUNNELL LIMITS FROM FLAGLER COUNTY "AC, AGRICULTURAL DISTRICT," CITY OF BUNNELL "R-1, SINGLE FAMILY RESIDENTIAL DISTRICT," AND "AG&S, AGRICULTURAL & SILVICULTURE DISTRICT" TO CITY OF BUNNELL "PUD, PLANNED UNIT DEVELOPMENT DISTRICT"; APPROVING THE RESERVE AT HAW CREEK PLANNED UNIT DEVELOPMENT AGREEMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  - ☐ Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
  - ☒ Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

- ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of Bunnell hereby publishes the following information:

1. **A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

This is an ordinance for a rezoning and approval a Planned Unit Development agreement as requested by the applicant.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

   (a) **An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

None

   (b) **Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

None

   (c) **An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

None

3. **A good faith estimate of the number of businesses likely to be impacted by the ordinance:**

None

4. **Additional information the governing body determines may be useful (if any):**

None

Note: *The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*

City of Bunnell, Florida

Agenda Item No. E.1.

Document Date:	08/14/2025
Department:	Community Development
Subject:	Development Agreement 2025-02: Requesting approval for a development agreement with Northeast Florida Developers, LLC and JM Properties X, LLC for the Reserve at Haw Creek Planned Unit Development. - First Reading
Agenda Section:	**New Business:**

ATTACHMENTS:
Description
Development Agreement 2025-02 Reserve at Haw Creek

Summary/Highlights:

THIS IS A QUASI-JUDICIAL HEARING AND WILL FOLLOW QUASI-JUDICIAL PROCEDURES.

ANY EX PARTE COMMUNICATIONS MUST BE DISCLOSED INCLUDING ANY COMMUNICATIONS, TESTIMONTY AND EVIDENCE PROVIDED OR RECEIVED OUTSIDE OF THIS HEARING

This is a request for approval of a statutory development agreement for the Reserve at Haw Creek development outlining the infrastructure responsibilities required as a result of the development.

In accordance with Florida Statutes, notices detailing the time, date, and location were mailed out to property owners within the immediate vicinity of the development that may be affected on August 14, 2025. Advertisement was published in the Observer Local News on August 14, 2025.

The Second and Final Reading of this development agreement is scheduled for September 8, 2025.

Background:

The owner, JM Properties X, LLC, and developer, Northeast Florida Developers, LLC, are currently going through the process for approval of a Planned Unit Development. With development of this size, a development agreement is necessary to ensure responsibilities of the developer are clearly called out for improvements to the City's infrastructure and facilities. The improvement obligations include:

- Potable Water
- Sanitary Sewer
- Reclaim/Reuse
- Stormwater
- Transportation
- Solid waste

The agreement also includes the following:

- Land donation
- Impact fee credits
- Affordable housing requirements
- New public works facility
- New County fire station

Below is a brief summary of the obligations:

Potable Water

The developer and property owner agree to build a new Water Treatment Facility that will serve their development in its entirety. They will be responsible for all design, engineer, and construction of the plant in coordination with the City. This includes all potable water wells and water lines as well. Once construction is complete and the plant is operational, it will be dedicated to the City. The developer will receive dollar for dollar impact fee credits for this facility.

Sanitary Sewer

The developer and property owner agree to build a new Wastewater Treatment Facility that will serve their development. They will be responsible for all design, engineer, and construction of the plant in coordination with the City. This includes all sewer lines and lift stations as well. Once construction is complete and the plant is operational, it will be dedicated to the City. The developer will receive dollar for dollar impact fee credits for this facility. The developer will also be able to purchase capacity from the current facility to serve a portion of the first phase of the development prior to constructing the new facility.

Reclaim/Reuse

The developer and owner will be responsible for constructing reclaimed water lines to serve their development. They will also be inputting re-use meters to the City can collect monthly usage fees for this service. Additionally, they will be implementing a stormwater harvesting system to reduce the amount of potable water used for irrigation of the property in accordance with the 2023 North Florida Regional Water Supply Plan.

Stormwater

The developer and owner will be required to comply with all codes, laws, and regulations for the development and provide the City with necessary easements under and across the property for the stormwater system. The City will retain the option to receive the ownership and maintenance of their master stormwater system when the City creates a stormwater utility fee. Additionally, the development will be required to attenuate to the 100-year/24-hour storm event.

Transportation
The developer and owner will be required to submit a new traffic impact analysis (TIA) for each phase of the development in order to identify any level of service deficiencies as a direct result of that phase and to be consistent with the approved master TIA. Any roadways affected will be required to be improved to mitigate the impacts from the development. Additionally, it outlines certain city roads that will have split responsibility for improvements. Also included is how the internal roads will be handled as determined by the City Commission.

Solid Waste
The developer and owner will be making monetary contributions to the City for a new solid waste truck to serve the first phase of the development. Additionally, a portion of the moneys will be contributed to begin a nexus study so that a solid waste impact fee can be created and applied to new development. Future phases of the development will be subject to the impact fee, if created, so the City may purchase additional vehicles in the future.

Land Donation
The developer and owner will be donating at least 7 acres to serve future satellite City offices or for expanding emergency services to the area include police and fire. The donated land will be required to be "Pad Ready" upon donation of the land unless otherwise needed by the City ahead of the "Pad Ready" date.

Public Works Yard
The developer will be required to relocate the existing public works yard to accommodate the Wastewater Treatment Facility expansion that will serve their development. The public works yard will be relocated onto 10+/- acres that the developer will donate to the City in additional to the 7 acres they are donating for emergency services. The public works yard will be constructed onto the 10+/- acres by the developer in coordination with the City. The facility will be new and expanded from what is currently in existence to accommodate the growth.

Affordable Housing
The developer will be required to set aside 10% of the single-family residential units within each phase of the development that will be dispersed evenly among the residential neighborhoods for individuals who qualify for down payment assistance or other assistance programs offered by the County. Restrictive covenants will be placed on these properties to ensure they remain affordable in the event the property is sold in the future.

County Fire Services
The developer has agreed to design, engineer, and construct a new fire station for the County to maintain their ISO rating. They will be contributing $7,000,000 to this facility along with $3,000,000 for new equipment and/or trucks. The contribution will be subject to inflation amounts.

Staff Recommendation:

Approval Development Agreement 2025-02: Requesting approval for a development agreement with Northeast Florida Developers, LLC and JM Properties X, LLC for the Reserve at Haw Creek Planned Unit Development. - First Reading

City Attorney Review:

Approved for agenda.

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Emily G. Pierce, Esq.
Rogers Towers, P.A.
1301 Riverplace Blvd, Suite 1500
Jacksonville, Florida 32207

DEVELOPMENT AGREEMENT 2025-02

(Reserve at Haw Creek)

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is made and entered into on this ____ day of _____, 2025, by and between **NORTHEAST FLORIDA DEVELOPERS LLC**, a Florida limited liability company ("**Developer**"), and **CITY OF BUNNELL, FLORIDA**, a political subdivision of the State of Florida (the "**City**"), (Developer and City may be collectively referred to as the "**Parties**"), as joined in by **JM PROPERTIES X, LLC**, a Florida limited liability company (the "**Owner**").

WHEREAS, the Owner owns the fee simple title to certain real property consisting of approximately 2,787 +/- acres located west of U.S. Highway 1 between State Highway 100 West and State Road 100, in the City of Bunnell, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**");

WHEREAS, Developer is the contract purchaser of the Property and has requested approval of a Planned Unit Development agreement ("**PUD**") to allow for a master planned development (the "**Development**") to allow for the development of the Reserve at Haw Creek community on the Property with the maximum intensities and densities as set forth in the PUD and for certain public service uses subject to the conditions set forth in this Agreement;

WHEREAS, the Owner and Developer are in voluntary agreement with the conditions, terms, and restrictions hereinafter recited, and the Owner has voluntarily agreed to their imposition as an incident to development of the Property;

WHEREAS, the City Commission finds that this Agreement is consistent with the City's 2035 Comprehensive Plan (the "**Comprehensive Plan**") and current Land Development Code (the "**LDC**"), and that the conditions, terms, restrictions, and requirements set forth herein are necessary for the protection of the public health, safety, and welfare of the citizens of the City;

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220 through 163.3243, Florida Statutes (the "**Act**"), authorizes a local government to enter into a development agreement with a developer to provide assurances to a developer that upon receipt of a development permit a developer may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, in order to strengthen the public planning process, to encourage sound capital improvement planning and financing, to assist in assuring there are adequate capital facilities for a development, to encourage the private participation in comprehensive planning, and to reduce the economic costs of development;

WHEREAS, the Act authorizes agreements for up to thirty (30) years, which can be extended by mutual consent of the Parties, subject to the public hearing requirements in accordance with Section 163.3225, Florida Statutes;

WHEREAS, a development agreement adopted pursuant to the Act encourages a stronger commitment to comprehensive and capital facilities planning, ensures the provision of adequate public facilities for development, encourages the efficient use of resources and reduces the economic costs of development; and

WHEREAS, the City Commission finds that this Agreement is consistent with the exercise of the City's powers under the Municipal Home Rule Powers Act; Article VIII, Section 2(b) of the Constitution of the State of Florida; Chapter 166, Florida Statutes; the City of Bunnell Charter, and other applicable law, and the City's police powers, and serves a public purpose;

WHEREAS, the City has determined that the requirements of Section 163.3231, Florida Statutes, have been met in that:

i. The City has adopted a local Comprehensive Plan that is in compliance;

ii. The proposed development of the Property is consistent with the Comprehensive Plan, including the Future Land Use Map, and complies with applicable provisions of the LDC;

iii. This Agreement constitutes a binding commitment on the part of Developer, its successors and assigns, to develop the Property consistent with the Comprehensive Plan, applicable provisions of the LDC, and with the executed PUD; and

iv. This Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development;

WHEREAS, the City finds that it is in the best interest of the public to enter into this Agreement with Developer to establish the responsibilities between the Parties for the various improvements associated with the construction of Reserve at Haw Creek; and

WHEREAS, this Agreement constitutes a binding commitment on the part of Developer, its successors and assigns, to develop the Property consistent with the Comprehensive Plan, executed PUD, and applicable provisions of the Code.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals; Findings of Fact.** The Recitals set forth above are true and correct and are incorporated herein by reference as Findings of Fact.

2. **Purpose and Intent.** Developer and the City desire to enter into this Agreement to address their respective responsibilities for both on-site and off-site improvements related to the Development and to work cooperatively with each other to ensure that the Reserve at Haw Creek is developed in such a way as to benefit both Developer and the City. The Parties intend to utilize this Agreement to identify the methodology to be used for allocating costs for the potable water system, the sanitary sewer system, the stormwater system, and the transportation system. In addition, the Agreement identifies the available credits to Developer, the potential for future credits, and the City's share of financial responsibility for the improvements that may benefit the City's overall utility, stormwater, and transportation systems beyond that needed for this Development. Development of the Property will be governed by the terms of the PUD documents and this Agreement. If the PUD or this Agreement is silent as to any regulation applicable to the Property, the land development regulations in effect at the time shall govern and be applicable to the Property.

3. **Public Facility Improvements**. The City will provide water and sanitary sewer services to the Property pursuant to the terms of this Agreement. Developer agrees that Developer or the builder of each lot, as it is developed, within the Property, shall pay the water/sewer connection/tap costs/fees for lots, units or structures within the project at the time of issuance of a building permit for the particular improvement. Developer agrees that Developer or the builder of each lot, as it is developed, within the Property, shall abide by all applicable federal, state and local codes, design, permitting and construction standards, requirements, policies, rules and regulations for civil site plan, utilities, stormwater and buildings. In addition, the Parties agree to the following utility and infrastructure improvements:

A. Potable Water System.

(i) In furtherance of the public/private partnership established through this Agreement, prior to occupancy of the first unit, Developer in coordination with the City shall design, engineer, and construct a potable water plant generally located on the Property as depicted in **Exhibit "B"**, or in a location otherwise mutually agreed to by the Parties (the "**City's Potable Water Plant**"). All aspects of the design, engineering and permitting processes shall be mutually agreeable to both Developer and the City. The system shall be designed with an emergency interconnect to the City's existing water system and shall integrate re-use. The City's Potable Water Plant shall be constructed with sufficient capacity to serve each phase of Development as further contemplated herein. The Parties shall agree upon the anticipated level of service required to serve the Development with adequate potable water service. Developer may elect to construct the City's Potable Water Plant in its entirety or to construct the plant in phases, at Developer's sole discretion. However, Developer understands and agrees that the City shall not issue a Certificate of Occupancy for a residential use or a Certificate of Occupancy for a non-residential use for any new building until such time as Developer

demonstrates that adequate potable water service is fully in place to serve the subject building. The City agrees to be co-applicant with the Developer on any necessary permitting for the City's Potable Water Plant.

(ii) The City agrees that Developer shall be allowed to utilize the City's status to apply for grants that may be available at the time of implementation of the City's Potable Water Plant.

(iii) Following completion of the City's Potable Water Plant, Developer shall convey the plant, piping to the plant and the underlying real property on which the plant is located to the City. The City shall retain ownership of, and shall operate and maintain, the City's Potable Water Plant and shall have the right to collect all usage fees on a monthly basis from all users. The City shall be responsible for operation and maintenance of any improvements or expansions to the City's Potable Water Plant not related to the Development following the dedication and acceptance of same.

(iv) Developer shall receive dollar-for-dollar water impact fee credit, proportionate share fee credits or similar capital facilities improvement credit equal to the actual cost of designing, planning, engineering, permitting, and constructing the City's Potable Water Plant (including, for purposes of clarification, any wells). However, Developer shall not receive credit for and will be responsible for the cost of the main trunk line implementation and the neighborhood distribution systems, which shall comply with City standards.

(v) Developer shall comply with all codes, laws, and regulations necessary for the development of the Property applicable at the time each development permit is issued and, subject to the credit provision above, will pay all usual and customary costs associated with providing potable water on-site to the Property for its intended uses.

(vi) Developer agrees to provide to the City any necessary easements on, under and across the Property for the operation and maintenance of the City's Potable Water Plant.

(vii) The City is responsible for any required amendments to its Capital Improvement Plan, Comprehensive Plan Infrastructure Element, or similar document and shall be responsible for any required reporting requirements following the dedication and acceptance of any improvements or expansions to the City's Potable Water Plant.

(viii) Developer understands that Developer is responsible for all costs associated with the design, planning, permitting and construction of

line implementation, and neighborhood distribution systems related to the Development in compliance with applicable City regulations.

B. Sanitary Sewer System.

(i) In furtherance of the public/private partnership established through this Agreement, Developer agrees to purchase, and the City agrees to sell, a total of a minimum of 200,000 gallons and a maximum of 300,000 gallons of sanitary sewer capacity at a cost of Twenty dollars ($20.00) per gallon from the City's sanitary sewer treatment plant located at 200 Tolman Street (the "**City's Sanitary Sewer Treatment Plant**") with the Developer agreeing to build back 100,000 gallons of excess sanitary sewer capacity no later than completion of the expansion of the system as described below. In connection with this purchase Developer hereby agrees to an initial purchase of a minimum of 100,000 gallons of sanitary sewer capacity within thirty (30) days from the earlier of (i) the City providing notice to Developer that the City's expansion of the City's Sanitary Sewer Treatment Plant is complete, operational, and fully online; or (ii) upon establishment of a Community Development District ("**CDD**") which has sufficient funding to pay for the reserved sewer capacity from the City's Sanitary Sewer Treatment Plant as provided for herein.

(ii) Developer agrees to design, plan, engineer and construct any and all necessary improvements or expansions needed for the City's Sanitary Treatment Plant, and the City agrees to be co-applicant with the Developer on any necessary permitting, in order to provide sufficient capacity to serve the Development.

(a) Any improvements or expansions will be dedicated by Developer to the City upon completion.

(b) At such time as any improvements or expansions made to the City's Sanitary Treatment Plant require additional land, Developer agrees, at Developer's expense, to relocate the City's existing maintenance yard which is currently adjacent to the City's Sanitary Treatment Plant to property within the Development.

1 Developer, in coordination with the City, shall design, plan, engineer, permit and construct the new maintenance yard. All aspects of the design, engineering and permitting processes shall be mutually agreeable by Developer and the City. Developer and the City shall be co-applicants on any permitting application.

2 Developer is hereby authorized to apply, in the name of the City, for any grants or other funding that may be available for any improvements or expansions to the City's Sanitary Sewer Treatment Plant.

(c) The Parties agree that any improvements or expansions to the City's Sanitary Sewer Treatment Plant under this Agreement will be designed and are anticipated to solely serve the Development. Should additional capacity be required by the City to serve property outside of the Development, the Parties agree to negotiate in good faith the terms related to any such improvements or expansions.

(d) The City agrees to provide Developer, its agents and employees, with access to the City's Sanitary Sewer Treatment Plant and any related engineering, planning or architectural drawings related to same, in order to design, plan, permit and construct any improvements or expansions prior to dedication to the City. If multiple improvements or expansions are done, the City agrees to provide such access for each phase of the project.

(iii) Should Developer determine that the Development will not require the full 300,000 gallons of sanitary sewer capacity, Developer will provide notice to the City of this decision pursuant to the Notice provisions set forth in Section 23 below at which time the City shall no longer be obligated to provide additional capacity at the agreed upon Twenty dollars ($20.00) per gallon rate.

(iv) Developer understands and agrees that the City shall not issue a Certificate of Occupancy for a residential use or a Certificate of Occupancy for a non-residential use for any new building until such time as Developer demonstrates that adequate sanitary sewer capacity is available to serve the subject building.

(v) Developer shall receive dollar-for-dollar sewer impact fee credit, proportionate share credit or similar sewer facility credit equal to any payments made by Developer for sanitary sewer capacity, including but not limited to, all costs incurred by Developer for the relocation of the City's maintenance yard.

(vi) The City shall retain ownership of, and shall operate and maintain, the City's Sanitary Sewer Treatment Plant and shall have the right to collect all usage fees on a monthly basis from all users. The City shall be responsible for operation and maintenance of any improvements or expansions to the City's Sanitary Sewer Treatment Plant following the dedication and acceptance of same.

(vii) The City is responsible for any required amendments to its Capital Improvement Plan, Comprehensive Plan Infrastructure Element, or similar document and shall be responsible for any required reporting requirements following the dedication and acceptance of any improvements or expansions to the City's Sanitary Sewer Treatment Plant.

(viii) Developer understands that Developer is responsible for all costs associated with the design, planning, permitting and construction of main trunk line implementation, on-site lift stations, and neighborhood distribution systems related to the Development in compliance with applicable City regulations.

(ix) Developer shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued.

(x) Developer agrees to provide to the City any necessary easements on, under and across the Property for the construction, operation and maintenance of the sanitary sewer system.

C. Stormwater System.

(i) Flagler County (the "**County**") owns and maintains two stormwater systems that convey off-site water over and through the Property, while also collecting on-site water: (1) the north-to-south ditch adjacent to Black Point Road East (the "**Black Point Road Ditch**"), and (2) the east-to-west canal located between State Road 11 to immediately west of the overhead power lines (the "**East-West Canal**").

(a) Transfer Triggers:

1 The Black Point Road Ditch shall automatically transfer from the County to the City and from the City to Developer, or Developer's assignee, simultaneously with the earlier conveyance of either Black Point Road East or Black Point Road West, as those terms are defined in Section 4 below.

2 The East-West Canal shall automatically transfer from the County to the City and from the City to Developer, or Developer's assignee, simultaneously with the recordation of any plat within the Development that includes on-site drainage from within the Development into the East-West Canal.

3 Any plat recorded by Developer that includes either the Black Point Road Ditch or the East-West Canal shall include any required drainage improvements for the respective system in its entirety, regardless of whether the development associated with said plat is to be accomplished in multiple phases.

4 The County will continue to own and maintain the Black Point Road Ditch and the East-West Canal until such time as said system is transferred to Developer, or Developer's assignee, after which time Developer or Developer's assignee shall be solely responsible for ownership and maintenance of said system.

(b) Transfer to City owned Utility: If, in the future, the City establishes its own stormwater utility entity, or if the City otherwise desires, the City may request in writing that Developer or Developer's assignee convey all ownership rights and maintenance obligations for Black Point Road Ditch, the East-West Canal, or the master stormwater system for the Development, or any combination thereof, to the City. Developer or Developer's assignee are obligated to make such conveyance and will do so in an expeditious manner.

(ii) Developer shall comply with all codes, laws and regulations necessary for the development of the Property applicable at the time each development permit is issued, which shall include, at a minimum, designing for a 100-year storm event (capacity only, nutrient management per Florida regulations), and will pay all usual and customary costs associated with providing stormwater capture, retention and treatment on-site to the Property for its intended uses.

(iii) Outfalls for the stormwater system shall be owned and maintained by Developer, Developer's assignee, or the City, and such ownership and maintenance obligations shall be reflected on the applicable plat(s) with the exception of an outfall, or outfalls, that discharge into a City owned creek, in which case, the ownership and maintenance obligations shall terminate at the boundary of the respective plat.

(iv) Should Developer or Developer's assignee take ownership of either the Black Point Road Ditch or the East-West Canal, or both, Developer agrees to provide to the City any necessary easements on, under and across the Property for the construction, operation and maintenance of the stormwater system.

(v) Should the City take ownership of Black Point Road Ditch, the East-West Canal, the master stormwater system for the Development, or

any combination thereof, and should the City adopt stormwater utility impact fees associated therewith, Developer shall receive dollar-for-dollar development contribution or impact fee credits in accordance with City Ordinance 2020-06, as amended from time to time, and Section 163.31801, Florida Statutes (2025) for any drainage system improvements constructed by or on behalf of Developer.

D. Reuse/Reclaimed Water.

(i) The City shall reasonably endeavor to make reclaimed water available to the Development sufficient to serve each phase of the Development as reclaimed water is needed in accordance with this Section 3(D) (the "**Reclaimed Water System**"). Developer shall be responsible for the design, engineering, installation and maintenance of all reclaimed water lines serving the Development. The engineering for the Reclaimed Water System shall analyze and implement reuse and stormwater harvesting collectively to implement the most efficient solution. Systems may be used individually and/or jointly for best practice implementation. The City shall have the right: (i) to require Developer or its builders to install usage meters adjacent to the homes/businesses for the Reclaimed Water System; and (ii) to collect usage fees on a monthly basis from all users.

(ii) Additionally, in accordance with the 2023 North Florida Regional Water Supply Plan, Developer shall design, engineer, and construct a stormwater harvesting system to capture, treat, and reuse stormwater for irrigation, landscape maintenance, and other approved non-potable uses within the Development, in accordance with Chapter 373, Florida Statutes, and all applicable state, federal and local regulations (the "**Stormwater Harvesting System**"). The Stormwater Harvesting System shall be engineered to optimize water conservation, reduce reliance on potable water sources, and integrate with the City's existing or planned reclaimed water infrastructure where feasible. Developer shall also implement a monitoring and reporting program, as required by the City or regulatory agencies, to ensure system efficiency, environmental compliance, and ongoing sustainability.

(iii) The Reclaimed Water System and Stormwater Harvesting System are collectively referred to as the "**Reuse System.**" Developer, and any subsequent owners of common areas within the Development, will endeavor to utilize the Reuse System where feasible for irrigation, landscape maintenance, and other approved non-potable uses within the Development and will require, where feasible and when permitted by state, federal and local regulations, that homeowners, businesses and other end-users located within the

Development utilize the Reuse System for irrigation, landscape maintenance and other approved non-potable uses.

(iv) Developer agrees to take all reasonable precautions, including the use of signs and appropriate labels, to clearly identify the Reuse System in compliance with all applicable state, federal and local regulations.

(v) Following dedication of the Reuse System to the City, Developer agrees to pay all usual and customary costs associated with providing reclaimed water service to the Property for its intended uses.

(vi) City agrees to be co-applicant with the Developer on any necessary permitting for the Reuse System and shall coordinate with the Developer to ensure compliance with all applicable state, federal and local regulations. Developer agrees to provide to the City any necessary easements on, under and across the Property for the operation and maintenance of the Reuse System all reclaimed water flow meters, control devices, transmission mains and/or other appurtenances thereto installed or owned by the City to facilitate long-term use and maintenance.

E. Floodway & Floodplain.

(i) Development within the Floodway is prohibited, with the exception of water related recreational uses and facilities.

(ii) Developer shall comply with all applicable City of Bunnell requirements for development within the floodplain, including, but not limited to any floodplain map revisions, as needed, which revisions shall occur prior to final platting of any related development in the floodplain being impacted.

(iii) Essential/critical facilities servicing the Development shall not be located within the Floodway.

(iv) Essential/critical facilities servicing the Development shall not be located within any area currently designated as a part of the floodplain, unless the floodplain maps are revised as required by applicable regulations prior to locating any such facilities in that area.

F. Parks/Open Space. Concurrent with development of the Property or phases thereof, Developer will provide parks and open space as outlined by applicable provisions of the PUD, as amended from time to time, governing development of the Property.

G. Cooperation; Funding. In furtherance of the public/private partnership

established through this Agreement and unless otherwise stated above, the Parties agree to be co-applicants on all permits and approvals required for the public facility improvements contemplated to be designed, engineered, and constructed by Developer under this Section 3. The City shall use its best efforts to cooperate with and assist Developer in timely securing all permits and approvals required and necessary for the implementation of said improvements. Developer agrees that all design of the public facility improvements under this Section 3 shall conform to applicable requirements of the permitting agencies including, without limitation, the City. Developer shall be allowed to utilize the City's status to apply and obtain grant funds to offset the costs of the public infrastructure and facilities and eligible private improvements, if any, and the City shall cooperate with Developer in seeking all applicable grant funds that may be available.

4. **Transportation/Mobility Improvements**. In addition to the public facility improvements provided for in Section 3 of this Agreement, Developer and the City will cooperate in providing the following transportation and mobility improvements related to the Development:

A. Improvements to City Transportation Facilities. In coordination with the City, Developer shall retain the services of a licensed traffic engineer to conduct one or more traffic studies that analyze impacts to adjacent roadways (City, County and State Roads) related to each phase of development. Developer and the City shall mutually agree on the methodology to be used prior to commencement of each study. Based upon the results of the traffic studies Developer shall design, plan, engineer, permit and construct all necessary off-site transportation improvements related to any City, County, or State Roads impacted to a failing level of service as a result of this Development, with the timing of said improvements to be determined by the City in accordance with this Section 4. Developer shall coordinate and cooperate with all applicable agencies including, without limitation, the Florida Department of Transportation and Flagler County, as to traffic concurrency requirements required by the traffic studies hereunder. Each traffic study for each phase of the Development shall be based upon the approved master Traffic Impact Analysis (the "**TIA**") for the collective PUD and shall incorporate the recommended improvements, by phase, as aligned in the approved TIA. Before final buildout of the PUD, the Developer shall have completed construction of all improvements, satisfactory to the City, identified in the approved master TIA. The master TIA shall be approved by all regulatory agencies that have jurisdiction over the impacted roadways including, but not limited to, the City, Florida Department of Transportation, and Flagler County. The studies shall adhere to FLU Policy 20.1.7.1, identifying any level of service failures attributable to the current phase and future project phases. Prior to the issuance of the first Certificate of Occupancy for the phase in question, the master developer or landowner shall enter into agreements with the City to implement the necessary

improvements. These improvements may include access modifications and other mitigative measures to address the identified level of service failures.

B. Deen Road. In furtherance of the public/private partnership established through this Agreement and in addition to any other requirements for improvements to City roads as determined under Section 4(A) above, the City shall be making certain improvements to Deen Road, with the City and Developer splitting all costs related to the design, planning, engineering, permitting and construction of said improvements equally between the Parties. The timing of said improvements will be determined by the City.

C. Tolman Street. Likewise, in furtherance of the public/private partnership established through this Agreement and in addition to any other requirements for improvements to City roads as determined under Section 4(A) above, the City will be making certain improvements to Tolman Street, with the City and Developer splitting all costs related to the design, planning, engineering, permitting and construction of said improvements equally between the Parties. The timing of said improvements will be determined by the City.

D. Black Point Road East & Black Point Road West. The County owns and maintains "**Black Point Road East**" and "**Black Point Road West**" portions of which are located within the City and within the Development.

(i) Transfer Triggers:

(a) At such time that Developer records a plat within the Development that abuts, crosses, or accesses any portion Black Point Road East, the Bunnell City Commission shall either:

1 Accept ownership and maintenance of Black Point Road East from the County;

2 Accept ownership of Black Point Road East from the County, and require that Developer, or Developer's assignee, accept maintenance obligations of said roadway; or

3 Require Developer, or Developer's assignee, to accept ownership and maintenance obligations of said roadway (the roadway may be conveyed to the City from the County prior to being conveyed to the Developer).

(b) At such time that Developer records a plat within the Development that abuts, crosses, or accesses any portion

Black Point Road West, the Bunnell City Commission shall either:

1 Accept ownership and maintenance of Black Point Road West from the County;

2 Accept ownership of Black Point Road West from the County, and require that Developer, or Developer's assignee, accept maintenance obligations of said roadway; or

3 Require Developer, or Developer's assignee, to accept ownership and maintenance of said roadway (the roadway may be conveyed to the City from the County prior to being conveyed to the Developer).

(c) The conveyance of Black Point Road East and Black Point Road West, respectively, shall include the entirety of said roadway located within the Development along with any southerly portion of the roadway that extends beyond the boundaries of the Development.

(ii) Any plat recorded by Developer that abuts, crosses, or accesses either Black Point Road East or Black Point Road West shall include any required improvements for the respective roadway in its entirety, regardless of whether the development associated with said plat is to be accomplished in multiple phases.

(iii) Developer shall ensure that residents whose primary access point is either Black Point Road East or Black Point West will have continued access to such roadway during construction of any related roadway improvements.

(iv) The County will continue to own and maintain Black Point Road East and Black Point Road West until such time as ownership of said roadway is transferred to either the City, Developer, or Developer's assignee, after which time the entity chosen by the City for maintenance obligations shall be solely responsible for maintenance of said roadway, including the maintenance of any unimproved segments of said roadway.

(v) If the City elects to accept and maintain either Black Point Road East or Black Point Road West, or both, as a public road(s), it may establish a Municipal Service Benefit Unit (an "MSBU") or similar dependent or independent taxing improvement district or unit for maintenance, at the sole discretion of the City.

E. Additional Transportation Improvements. Developer, in consultation with

the City, shall design, plan, engineer, permit and construct any transportation improvements needed within the City right-of-way as determined by the City in order for the City to access the relocated maintenance yard, the City's Sanitary Sewer Treatment Plant/Reuse Facility, and the City's Potable Water Plant.

F. Development Access Points.

(i) Developer shall be solely responsible for the design, planning, engineering, permitting and construction of any transportation or pedestrian improvements related to the following:

(a) Any and all primary, secondary and subordinate access points which directly abut the Development; and,

(b) Any internal roadways, sidewalks, pedestrian and bike trails, and similar transportation/mobility improvements that are internal to the Development.

G. Internal Transportation Improvement: Ownership and Maintenance.

(i) The Bunnell City Commission shall determine how the internal transportation/mobility improvements will be owned and maintained in accordance with this Section 4(G), the timing of which is provided for herein.

(a) Simultaneous with the approval of the first plat for the Development, the City shall decide whether to request dedication of, and accept for ownership and maintenance, the Spine Road which is identified in the PUD as an eighty (80) foot wide right-of-way. If the City elects to accept the Spine Road as a public road, it may establish a Municipal Service Benefit Unit (an "**MSBU**") or similar dependent or independent taxing improvement district or unit for maintenance, at the sole discretion of the City;

(b) Simultaneous with all other plat approvals, on a plat-by-plat basis, and by agreement of the parties, all other internal transportation improvements will be designated as either publicly owned, privately owned, or a combination thereof. Where publicly owned, the City may elect, at the City's sole discretion, to maintain such roads through the use of an MSBU or similar entity. Where privately owned, the Developer agrees to maintain such improvements through a duly established Community Development District ("**CDD**") or one

or more Homeowners' or Property Owners' Association(s) ("**HOA**").

(ii) For purposes of clarification, and notwithstanding anything herein to the contrary, following the completion of improvements to the City's transportation facilities by Developer as set forth in Sections 4(A) through 4E above, including those to Deen Road, Tolman Street, and any related improvements needed by the City for access to its maintenance and treatment facilities, the City shall own and maintain those transportation facilities in accordance with subsection 4(G).

(iii) Internal transportation improvements shall be designed in compliance with the PUD and with the City's construction standards. Where there is a conflict between the PUD standards and the City's standards, the PUD shall control.

(iv) Gates or controlled access facilities shall be permitted on privately owned internal roads within the Development as long as any such gates or controlled access facilities comply with the City's requirements for access by emergency services.

H. Impact Fee Credits. Developer shall be entitled to dollar-for-dollar transportation impact fee credit, mobility fee credit, proportionate share credit, or similar right-of-way facility improvement credit, for all monies spent and costs incurred by Developer in association with any transportation facility improvements required pursuant to Sections 4(A), 4(B), 4(C), and 4(D) above. Developer acknowledges that no such credit is due for any transportation facility improvements required pursuant to Section 4(E) above.

5. **Land and Equipment Contributions**. In addition to the land contributions contemplated with the public facility improvements provided for in Sections 3 and 4 above, Developer and City will cooperate in providing the following land donations and equipment purchases:

A. Land Donation. Developer shall donate to the City a total of at least seven (7) acres of developable land within the Property (the "**Public Safety Site(s)**"), which shall be utilized by the City for public facilities such as the Bunnell Police Department, future fire/rescue services, or satellite City offices. Developer will work with the City on the location of the Public Safety Site(s).

(i) The Public Safety Site(s) may be one parcel or may be made up of two separate parcels one of which should be approximately three (3) to five (5) acres in size for the future fire/rescue services site, described in detail below, and one of which should be approximately two (2) to four (4) acres in size for other public facilities, as

determined by Developer and the City. If the Public Safety Site(s) are donated as two sites, the range in the sizes of the sites is the result of the fact that the sites may or may not utilize the Development's master stormwater system. In no event shall Developer be required to donate more than a total of eight (8) acres.

(ii) The location of the Public Safety Site(s) to be used for the Fire Station, as defined below, shall be mutually agreed to by the Developer and the City. The City shall consult with the County as to the location of the Fire Station site consistent with the terms of the Interlocal Agreement, as that term is defined in Section 5(F) below. The location shall ensure access to State roads, through the Development's internal roadway network, and convenient access to the residents and business owners within the Development.

(iii) Subject to Section 5(B) below, Developer agrees that the Public Safety Site(s) shall be "**Pad Ready**" which includes clearing, grading, leveling and filling the Public Safety Site(s), remediating any environmental conditions, mitigating any wetlands on site, and bringing utilities to the site. Notwithstanding anything herein to the contrary, the City acknowledges and agrees that the Public Safety Site(s) is not required to be Pad Ready until the occurrence of the earlier of the following: (i) six (6) months after the installation of water service, sanitary sewer, and electric power utilities within one thousand (1,000) feet of the property line of the Public Safety Site; or (ii) upon the completion of eighty (80%) percent of Phase 1 as defined by the PUD documents (the "**Pad Ready Date**"). To the extent the City requires the Developer to convey the Public Safety Site(s) prior to the Pad Ready Date, the City shall provide Developer an appropriate license to access the Public Safety Site(s) in accordance with Section 7(B) below.

B. Fire/Rescue Station Improvements. Developer is obligated to construct a fire station subject to the terms and conditions set forth below:

(i) Developer will design, permit, and construct a 3-bay fire station building with related offices, quarters and kitchen (the "**Fire Station**") on the Public Safety Site(s) equivalent to Flagler County Fire Station #51 as shown in the prototypical drawing attached hereto as **Exhibit "C"** and incorporated herein ("**Station #51 Specs**"); this requirement does not require that the Fire Station be architecturally similar to Station #51. Developer shall obtain all necessary permits and plan approvals for the construction of the Fire Station.

(ii) Developer shall construct the Fire Station in accordance with the requirements of the City subject to the terms of the Interlocal Agreement, as that term is defined in Section 5(F) below.

(iii) The costs to Developer associated with the design, permitting and construction of the Fire Station shall not exceed seven million dollars ($7,000,000.00), in 2025 dollars (adjusted pursuant to the CPI for that year), exclusive of the land value of the Public Safety Site(s). Developer is under no obligation to construct any improvements related to the Fire Station where such costs will exceed $7,000,000.00. Subject to the following, the City shall not be responsible for any costs associated with the design, permitting or construction of the Fire Station.

(iv) The City may request, and Developer may, in its sole discretion, agree to construct additional improvements related to the construction of the Fire Station. In the event that the City requests and Developer agrees to construct improvements to the Fire Station that exceed $7,000,000.00, the Parties shall memorialize such agreement in writing. Any costs in excess of $7,000,000.00 which Developer does not agree to pay shall be the responsibility of the City.

(v) The Fire Station will be constructed in a good and workmanlike manner in accordance with the Florida Building Code and the Station #51 Specs. In addition to its normal construction inspection procedures, upon reasonable notice to Developer, the City and County will be provided with reasonable access for oversight, testing, and inspection of the Fire Station construction. Developer warrants to the City that any materials and equipment furnished for the Fire Station shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and performed in a good and workmanlike manner. Developer further warrants to the City that all materials and equipment furnished for the Fire Station shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors.

(vi) Developer agrees to commence vertical construction of the Fire Station on or before written notification by the County that the travel time to the boundary of the Development from the nearest existing County fire station exceeds seven (7) minutes of travel time; provided however, under no circumstances shall Developer be required to commence vertical construction of the Fire Station prior to the issuance of the 600th residential certificate of occupancy by the City for the Development, regardless of travel time. Developer, in its sole discretion, may accelerate the timing of the construction of the Fire Station.

(vii) When Developer determines that construction of the Fire Station is substantially complete, the architect of record (the "**Architect**") shall

make a pre-final inspection accompanied by a representative of Developer and a representative of the City, or County, if so designated by the City. When the Architect and the City/County agree that the Fire Station is ready for its intended use by the City/County, Architect will prepare a "Certificate of Substantial Completion," along with a draft of punch list items to be completed or corrected. The Certificate of Substantial Completion shall establish the timeframe in which the Developer shall finish all items on the punch list. When Developer has completed the punch list, the Architect shall make a final inspection accompanied by a representative of Developer and a representative of the City/County. When the Architect and the City/County agree that all items have been completed and all corrections made, Architect will issue a "Final Certificate of Completion" certifying that construction of the Fire Station is complete. Within ninety (90) days after issuance of the Final Certificate of Completion, Developer shall furnish the City/County with a copy of as-built drawings for the Fire Station. After the Final Certificate of Completion is issued the Developer shall execute and deliver to the City/County a bill of sale for the Fire Station and all associated warranties. Upon receipt and acceptance of the bill of sale, the City/County shall take ownership and control of the Fire Station. Developer shall obtain and assign to the City/County all express warranties given to Developer or any contractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Fire Station. Any applicable warranties shall commence on the date the Final Certificate of Completion and the Certificate of Occupancy have been issued.

(viii) The City agrees that it is the City's, or County's, if so designated by the City, sole responsibility to maintain and operate the Fire Station upon the issuance of a Certificate of Occupancy by the City.

C. Donation for Fire/Rescue Equipment. No later than the commencement of vertical construction of the Fire Station, Developer shall contribute three million dollars ($3,000,000.00) in 2025 dollars (adjusted pursuant to the CPI for that year) to the City, which may, at the City's sole option, be transferred by the City to the County, for the purchase of emergency service vehicles and equipment for exclusive use in association with the Fire Station at the Public Safety Site(s) associated therewith (the "**Equipment Donation**"). Developer, in its sole discretion, may choose to pay the Equipment Donation to the City at any time following execution of this Agreement.

D. Impact Fee Credit. Developer shall receive dollar-for-dollar development contribution or impact fee credits in accordance with City Ordinance No. 2020-06, Section 163.31801, Florida Statutes (2025), and the terms set forth below, for the donation of the Public Safety Site(s), the construction of the Fire Station and the Equipment Donation (the "**Fire Rescue Impact Fee**

Credit"). Developer shall be entitled to Impact Fee Credit for all costs associated with the planning, design, engineering, permitting, clearing, grading, and the purchase of supplies and fixtures, required for the construction of the Fire Station. The amount of Developer's Fire Rescue Impact Fee Credit shall be determined as follows:

(i) For the donation of the Public Safety Site(s) – Developer shall be entitled to Fire Rescue Impact Fee Credit equal to the fair market value of the land compromising the parcel or parcels donated to the City as the Public Safety Site(s). If the Public Safety Site(s) is comprised of only one (1) parcel, credit for the Fire Rescue Impact Fee Credit shall occur simultaneously with the donation of the parcel. If the Public Safety Site(s) is comprised of two (2) sites, then credit for the Fire Rescue Impact Fee Credit shall occur simultaneously with the donation of each individual parcel, respectively. Developer shall submit to the City a written appraisal of the fair market value of the parcel or parcels prepared by an M.A.I. Appraiser. In the event the City disagrees with the appraised value, the City may engage another M.A.I. Appraiser at the City's expense and the value shall be an amount equal to the average of the two appraisals. If either party does not accept the average of the two appraisals, a third appraisal shall be obtained, with the cost of said third appraisal being shared equally by the City and Developer. The third appraiser shall be selected by the first two appraisers and the third appraisal shall be binding on the Parties.

(ii) For the construction of the Fire Station - Developer shall be entitled to Fire Rescue Impact Fee Credit within thirty (30) calendar days of the following two events occurring:

(a) approval by the City of the vertical construction plans for the Fire Station; and

(b) the submittal by Developer of documentation of the estimated costs of construction of the Fire Station certified by a professional Architect and/or Engineer; and

(iii) For the Equipment Donation – Developer shall be entitled to Fire Rescue Impact Fee Credit simultaneously with the payment of the Equipment Donation.

E. Development Contribution Credit Agreement. This Agreement together with such written confirmations, as noted above, by the City shall constitute a Development Contribution Credit Agreement as contemplated by Section 8 of City Ordinance 2020-06, and any amendments thereto.

F. Interlocal Agreement Regarding Fire/Rescue Station Improvements and Fire/Rescue Equipment. The City and the County have entered into that certain Interlocal Agreement for Merger of Fire Services recorded on October 3, 2017, as Instrument No. 2017034246 in Official Records Book 2232, Page 1977, of the Public Records of Flagler County, Florida (the "**Interlocal Agreement**") addressing the provision of fire rescue services throughout the County. The Parties anticipate that the City and County may amend the existing Interlocal Agreement to include this Development and this Agreement. In the event the Interlocal Agreement is amended, where this Agreement and the Interlocal Agreement conflict with regard to any of the provisions related to Sections 5.A. through 5.E. of this Agreement, then the provisions of the Interlocal Agreement as amended shall control.

G. Solid Waste Contribution. Developer has agreed to make a solid waste contribution to the City of up to Six Hundred Fifty Thousand and No/100 Dollars ($650,000.00) in 2025 dollars (adjusted pursuant to the CPI for that year) (the "**Solid Waste Contribution**"), which shall be made to the City prior to the City's issuance of the first (1st) residential certificate of occupancy within the Development. The City shall utilize the Solid Waste Contribution as follows:

(i) purchasing one (1) waste collection vehicle compatible with the existing fleet of garbage trucks, the cost of which shall not exceed Five Hundred Thousand and No/100 Dollars ($500,000.00);

(ii) and/or purchasing a nexus study to analyze and recommend solid waste assessment impact fees for said public service the cost of which shall not exceed One Hundred Fifty Thousand and No/100 Dollars ($150,000.00) in 2025 dollars (adjusted pursuant to the CPI for that year); provided, that (a) the study shall be procured through the City's Request for Proposals ("**RFP**") process; (b) the Developer shall have the opportunity to provide input in the RFP criteria; and (c) Developer will be provided an opportunity to participate as a member of the public in the RFP process to ensure transparency and fairness; and/or

(iii) purchasing other solid waste equipment deemed necessary by the City and mutually agreed upon between the City and Developer to provide adequate solid waste public service to the Development.

The City agrees that the Developer shall receive a credit of Five Hundred Thousand and No/100 Dollars ($500,000.00) of the Solid Waste Contribution as a dollar-for-dollar development contribution or impact fee credit at the time any public service or solid waste assessment fee is implemented by the City and as provided for in Section 163.31801, Florida Statutes (2025).

H. Additional Land Conveyances. To the extent additional land is conveyed and donated to the City for expansion of the City's wastewater treatment plant or for the reclaimed water system, Developer shall receive dollar-for-dollar development contribution or impact fee credits in accordance with City Ordinance No. 2020-06 and as provided for in Section 163.31801, Florida Statutes (2025). Developer will work with the City on the location of said sites.

6. **Affordable Housing**. Developer agrees to set aside ten percent (10%) of the single-family residential units within each phase of the Development, to be disbursed evenly throughout the neighborhoods (the "**Affordable Units**") as available for sale in fee to persons who qualify and receive assistance under Flagler County's Local Housing Assistance Plan (the "**LHAP**"), or a similar program administered by Flagler County ("**Qualified Buyers**"). The determination as to whether a buyer meets the requirements of the LHAP program and is thus a Qualified Buyer shall be made solely by the Flagler County Department of Health and Human Services, or any such successor department. Multi-family residential rental units shall not be included in the ten percent (10%) set-aside.

A. Location and Style. The Affordable Units shall be dispersed throughout the various neighborhoods within the Development and shall be constructed with the same architectural style and building standards as all other homes within the same neighborhood.

B. The Restrictive Covenant. Developer shall record a restrictive covenant over each Affordable Unit which shall restrict the resale of the unit to Qualified Buyers for a period of thirty (30) years from the date of the first sale of such unit (the "**Restrictive Covenant**").

(i) The Restrictive Covenant shall be recorded in the Public Records of Flagler County, Florida prior to the first (1st) sale of any platted lot intended to include an Affordable Unit. The Restrictive Covenant shall be a covenant running with the title to and binding upon the real property including the Affordable Units and any transfer, conveyance, mortgage, or other encumbrance of any interest therein shall be expressly subject to and deemed to reference the Restrictive Covenant and its recorded data. Each time an Affordable Unit is sold, conveyed, or otherwise disposed of, the applicable lot shall be sold subject to the Restrictive Covenant. The City shall have the right to enforce the Restrictive Covenant during the Restricted Period.

(ii) Notwithstanding anything herein to the contrary, where an Affordable Unit or a lot set aside for an Affordable Unit is listed for sale for a price that is at or less than the fair market value and remains unsold to a Qualified Buyer for a period of not less than twelve (12) months after being listed by a real estate agent, or as otherwise required by state or federal law, whether for first sale or resale, the Restrictive

Covenant shall automatically be deemed null and void and such unit can subsequently be sold to any buyer from that point in time forward. Developer or its successor shall record a document in the Public Records of Flagler County, Florida acknowledging that the Restrictive Covenant is null and void as to that unit or shall otherwise revoke the Restrictive Covenant for that unit.

7. **City's Obligations**.

A. Permitting & Authorizations. The City agrees to timely process all applications, permits, certificates of occupancy and other authorization requests submitted by or on behalf of Developer, its successors or assigns, in a reasonable manner, consistent with the Comprehensive Plan, the executed PUD as amended from time-to-time, and all applicable federal, state and local laws.

B. License, Easement or Approval for Construction of Improvements. The City hereby agrees to grant Developer any and all such licenses, easements, or similar documents needed in order to allow Developer to construct any public facility improvement contemplated under Section 3 of this Agreement upon City property, if applicable.

C. Operation, Maintenance & Ongoing Reporting/Certifications. The City agrees that it is the City's sole responsibility to maintain and operate the services dedicated to it and maintain updated monitoring, certifications, inspections, and reporting as may be required and related to all potable water, sanitary sewer, reclaimed water, solid waste removal, and City owned transportation improvements following completion of construction and acceptance by the City of same under this Agreement.

D. Developer Impact Fee Credits. The City acknowledges that pursuant to Section 163.31801, Florida Statutes (2025), and Section 30-538, LDC, Developer is entitled to dollar-for-dollar credits against any impact fee imposed by the City for the donation of land or equipment, or the construction of capital facilities required pursuant to a development permit or made voluntarily in connection with capital facilities impact construction. The City and Developer will enter into a developer contribution credit agreement/impact fee credit agreement consistent with Section 163.31801, Florida Statutes (2025) and Section 30-538, LDC, which shall provide for impact fee vouchers.

8. **Firewise Community Standards.** Developer will endeavor to make every effort to meet or exceed the National Fire Protection Association (NFPA) Firewise Community Standards for construction within the Development.

9. **Necessity to Obtain Permits.** Developer acknowledges its obligation to obtain all necessary federal, state and other local development permits (not mentioned

herein) for development of the Property. The failure of this Agreement to address any particular permit, condition, term or restriction applicable to development of the Property shall not relieve Developer or any successors or assigns of the necessity of complying with federal, state and other local permitting requirements, conditions, terms or restrictions as may be applicable.

10. **Agreement Consistent with Comprehensive Plan and Section 163.3180, Florida Statutes (2025).** The City hereby acknowledges and agrees that (i) the Development is consistent with Florida Statutes and with the City's Comprehensive Plan and LDC, (ii) that the City's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan, and that the Development described herein will be governed by the duly executed PUD documents.

11. **Successors and Assigns.** This Agreement runs with the Property, and the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. When Developer is used in this Agreement, it includes Developer and any successors and assigns owning any rights to the Property, which successors and assigns will jointly and severally assume all of Developer's obligations set out in the Agreement, unless the obligations have been fully discharged. Payments or credits due from the City pursuant to the terms of this Agreement will be disbursed or assigned to Developer, its successors and assigns in ownership of the Property. The obligations and entitlements of Developer may be assigned to one or more parties including, without limitation, developers, builders, property owners' associations, or to one or more community development districts, upon written notice to the City.

12. **Applicable Law: Jurisdiction and Venue.** This Agreement and the rights and obligations of the City and Developer under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida (2025). This Agreement may be enforced as provided in Section 163.3243, Florida Statutes, as may be amended from time to time. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in the circuit court of and for Flagler County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development contemplated by this Agreement shall not relieve Developer or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions. Notwithstanding the foregoing, the interests of each party may be mortgaged in connection with a mortgage of any portion of the Property.

13. **Police Power and Sovereign Immunity Not Waived**. Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory authority and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall

be construed as a waiver of or attempted waiver by the City of its Sovereign immunity under the constitution and laws of the State of Florida.

14. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

15. **Exhibits.** All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated into this Agreement by reference.

16. **Captions or Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision of this Agreement.

17. **Counterparts.** This Agreement may be executed in counterparts, each constituting a duplicate original; such counterparts shall constitute one and the same Agreement.

18. **Effective Date and Recordation.** This Agreement shall become effective upon the effective date of the Large-Scale Comprehensive Plan Amendment to amend the Future Land Use Map for the Property (Ordinance No. 2024-09) (the **"Effective Date").**

19. **Entire Agreement.** This Agreement, including any such other agreements referenced herein and the attachments included hereto, embodies the entire understanding of the Parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the Parties are merged herein. The making, execution and delivery of this Agreement by all Parties have been induced by no representations, statements, warranties or agreements that are not expressed herein.

20. **Amendment.** This Agreement may be amended, cancelled or revoked consistent with the notice and hearing procedures of Section 163.3225, Florida Statutes, and the terms of Section 163.3237, Florida Statutes, as may be amended from time to time.

21. **Further Assurances.** Each party to this Agreement agrees to do, execute, acknowledges and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the City, the Parties declare their intention to cooperate with each other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

22. **Authority.** Each party represents and warrants to the other party that it has

all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, and that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be.

23. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) hand delivered, or (b) delivered via Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) transmitted via email or facsimile, provided a copy is sent the next business day by method (a) or (b). Notices shall be deemed delivered on the date hand delivered or on the date shown on the receipt. Any notices or reports required by this Agreement shall be sent to the following:

For the City:
City Manager
City of Bunnell
2400 Commerce Pkwy
P.O. Box 756
Bunnell, Florida 32110

With copy to:
City Attorney
City of Bunnell
Attn: Paul Waters, Esq.
Vose Law Firm LLP
324 W. Morse Boulevard
Winter Park, Florida 32789
paul@voselaw.com

For Developer:
Northeast Florida Developers, LLC
Attn: Chad Grimm
Attn: John Latshaw, Esq.
4651 Salisbury Road, Suite 330
Jacksonville, Florida 32256
chad@newleafci.com
jlatshaw@newleafci.com

With a copy to:
Rogers Towers, P.A.
Attn: Emily G. Pierce, Esq.
Attn: Courtney P. Gaver, Esq.
1301 Riverplace Boulevard
Suite 1500
Jacksonville, Florida 32207
epierce@rtlaw.com
cgaver@rtlaw.com

24. **Indemnification.** Subject to the limitations and provisions of Section 768.28, Florida Statutes, which limitations are not expanded, altered, or waived herein, the City hereby agrees to indemnify, defend and hold harmless Developer, its affiliated or related companies and its directors, officers, shareholders, members, employees, affiliates, assigns and successors (collectively the **"Indemnified Party"**), from any losses, claims, liabilities, demands, damages, expenses or causes of action (including reasonable costs of investigation and attorneys' fees) incurred or sustained or claimed to have been incurred or sustained, by any person or persons arising out of or in connection with: (i) any breach of any representation or warranty of the City contained or provided in connection with this Agreement; (ii) any breach or violation of any covenant or other obligation or duty of the City under this Agreement or under applicable law; (iii) any act, error or omission that results in a claim or enforcement action by any federal or state permitting agency; or (iv) any act, error or omission, or recklessness on the part of the City or those under its control that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the City's performance under this Agreement or relating to any and all improvements constructed or otherwise implemented as required by this Agreement, except to the extent caused by the gross negligence or intentionally wrongful actions of Developer. The provisions set forth in this Section shall survive the termination of this Agreement.

25. **Severability.** If any provision of this Agreement, or its application to any person, entity or circumstances is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with the law and the public interest.

26. **Default and Remedies**.

A. Event of Default**.** It shall be an event of default hereunder if either Party fails to perform its obligations hereunder or fails to abide by any of its promises and covenants hereunder (an "**Event of Default**"). Notwithstanding the foregoing, Developer's failure to timely complete construction of any improvement shall not be deemed an Event of Default if Developer provides Performance Security (as hereinafter provided) and the City shall continue to issue any development permits required under this Agreement.

B. Notice, Cure**.** No Event of Default as to any provision of this Agreement shall be claimed or charged by either Party against the other until notice thereof has been given to the defaulting Party in writing, and such default remains uncured for a period of sixty (60) days after such notice as determined by the non-defaulting Party.

C. Development Permits. If Developer fails to timely cure an Event of Default as set forth in Section 26(B) above, and Developer elects not to post

Performance Security as set forth in subparagraph D below, the City shall be entitled to cease issuance of building permits, certificates of occupancy, and similar development permits for any development within the PUD ("**Development Permits**") until such time as the Event of Default is determined to be cured by the City or the default has otherwise been addressed pursuant to the remedies set forth in Section 26(E) below. This subparagraph does not entitle the City to revoke, nor will the City revoke, any validly issued Development Permit held by Developer, its successors and assigns, at the time of default. If Developer posts Performance Security pursuant to Section 26(D) below, the City shall continue to issue Development Permits for development within the PUD.

D. Performance Security. Notwithstanding anything herein to the contrary, if Developer is unable to complete construction of any improvements needed to meet the required level of service for a proposed building, the City shall not issue a Certificate of Occupancy for a residential use or a Certificate of Use for a non-residential use for the building until such time as Developer demonstrates that adequate service is fully in place to serve the subject building.

E. Remedies.

(i) **Mediation.** Should either party assert an Event of Default which remains uncured for more than sixty (60) days, the Parties will attempt in good faith to resolve by mediation any controversy or claim arising out of or relating to such Event of Default prior to commencement of any litigation. If the Parties are unable to agree upon a mediator to serve, the mediator shall be selected by the Chief Judge of the Circuit Court of the Seventh Judicial Circuit of the State of Florida upon application being made by either party. The mediation shall be set by the mediator. The mediation process shall be concluded within thirty (30) days after the mediator is selected unless the Parties both agree to an extended mediation time period.

(ii) **Litigation.** If the Parties are unable to resolve the controversy or claim through mediation, each party shall have the right to pursue all available remedies at law or in equity, including, but not limited to the right to seek specific performance as to any provision of this Agreement.

27. **Advertising and Recording.** Developer will pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes. Within fourteen (14) days after the execution of this Agreement by the Parties, Developer, Owner, and the City shall execute and record a Memorandum of Agreement in the Public Records of Flagler County, Florida memorializing certain terms hereof in substantially the form as attached hereto as **Exhibit "D"**, the cost of which recording shall be Developer's responsibility,

28. **Benefits to City.** The City hereby acknowledges and agrees that this Agreement substantially benefits the City in carrying out its objective to provide certainty in planning and schedule for capital improvements to provide facilities to meet the needs of the City residents and visitors.

29. **Force Majeure.** If the performance by either party or of any of its construction development obligations hereunder is delayed by acts of God, inclement weather, natural disaster, terrorist activity, health epidemics, pandemic strikes, labor disputes, war, civil commotion, accidents, industry-wide shortages of, or inability to obtain, labor or materials or any other event or condition beyond the reasonable control of such party ("**Force Majeure**"), then the party affected shall notify the other party in writing of the specific obligation delayed, and the duration of the delay, and the deadline for completion of such obligation shall be extended by a like number of days. Financial matters and payments, and performance of obligations of the Parties not related to performing development work or making payments pursuant to this Agreement shall not be the subject of Force Majeure.

30. **Conflict.** The Parties agree that in the event of any conflict between the provisions of the Agreement and the provisions of the duly executed PUD documents, the provisions of the PUD, as amended from time to time, governing development of the Property, shall supersede and prevail.

APPROVED this ____ day of _____, 2025, by the City of Bunnell, Florida.

CITY OF BUNNELL, FLORIDA

_____
Catherine D. Robinson, Mayor

ATTEST:

_____
Kristen Bates, MMC, City Clerk

Seal:

Approved as to Form:

_____
Vose Law Firm, City Attorney

WITNESSES:

JM PROPERTIES X, LLC, a Florida limited liability company
[OWNER]

_____
Witness 1

By: _____

Name: _____

_____
Print Name of Witness 1

Title: _____

_____
Address of Witness 1

Date: _____

_____
Witness 2

_____
Print Name of Witness 2

_____
Address of Witness 2

WITNESSES:

NORTHEAST FLORIDA DEVELOPERS LLC, a Florida limited liability company
[DEVELOPER]

_____
Witness 1

By: _____

_____
Print Name of Witness 1

Name: _____

Title: _____

_____
Address of Witness 1

Date: _____

_____
Witness 2

_____
Print Name of Witness 2

_____
Address of Witness 2

EXHIBIT “A”

Legal Description of the Property

A PARCEL OF LAND LYING IN SECTION 8 OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 7, AND ALSO LYING IN SECTION 15, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF BUNNELL DEVELOPMENT COMPANYS LAND AS RECORDED IN MAP BOOK 1, PAGE 1, AND ALSO SECTION 16, TOWNSHIP 12 SOUTH, RANGE 30 EAST A PORTION OF WHICH LIES IN SAID BUNNELL DEVELOPMENT COMPANYS LAND, SECTION 17, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANY LAND, SECTION 18, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, OF SAID ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION, SECTIONS 20, 21, AND 22, OF TOWNSHIP 12 SOUTH, RANGE 30 EAST, BUNNELL DEVELOPMENT COMPANYS LAND, AND ALSO LYING IN SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, PORTIONS OF WHICH LIE IN ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION AND CRESCENT SHORES SUBDIVISION AS RECORDED IN MAP BOOK 2, PAGE 17, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT A NAIL AND DISK LABELED “WILCOX LS2238”, MARKING THE NORTHWEST CORNER OF SAID SECTION 15, TOWNSHIP 12 SOUTH, RANGE 30 EAST AND BEAR S01°43'06"E ALONG THE WESTERLY LINE OF SECTION 15 A DISTANCE OF 25.00’ TO THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD(A 50’ PUBLIC RIGHT-OF-WAY), AND TO THE NORTHWEST CORNER OF THE LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (15-12-30-0850-000B0-0040) BEING THE POINT OF BEGINNING OF THIS DESCRIPTION.

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD ALSO BEING THE NORTHERLY LINE OF SAID LANDS REFERENCED IN PARCEL ID: (15-12-30-0850-000B0-0040), N89°53'29"E A DISTANCE OF 132.21'; THENCE DEPARTING SAID RIGHT-OF-WAY S01°39'01"E A DISTANCE OF 434.34'; THENCE N89°52'35"W A DISTANCE OF 17.83'; THENCE S01°38'50"E A DISTANCE OF 200.36'; THENCE N89°42'16"E A DISTANCE OF 574.18'; THENCE S01°34'38"E A DISTANCE OF 285.74'; THENCE N89°42'16"E A DISTANCE OF 306.03'; THENCE A DISTANCE OF S01°30'16"E 42.66'; THENCE N89°36'43"E A DISTANCE OF 330.97'; THENCE A DISTANCE OF S01°25'57"E A DISTANCE OF 1639.22' TO THE NORTHERLY LINE OF THE LANDS REFERENCED IN FLAGLER COUNTY PARCEL

ID: (15-12-30-0650-000C0-0042); THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL ID: (15-12-30-0650-000C0-0042) N89°08'44"E A DISTANCE OF 164.44'; THENCE A DISTANCE OF S01°21'46"E A DISTANCE OF 1302.31'; THENCE N88°24'21"E A DISTANCE OF 44.66' TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 11(SR11); THENCE ALONG THE SAID WESTERLY LINE OF SR11 S39°21'05"W A DISTANCE OF 1742.76' TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE CONTINUE S39°21'05"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SR11 A DISTANCE OF 647.22' TO THE EASTERLY LINE OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 30 EAST ; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S39°21'05"W A DISTANCE OF 3753.88' TO A POINT OF CURVATURE, CONCAVE SOUTHEASTERLY; THENCE ALONG THE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 011°11’10”, A RADIUS OF 5807.06’, A LENGTH OF 1133.46’, A CHORD BEARING OF S33°45'35"W AND A CHORD DISTANCE OF 1131.66' TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SR11 S28°10'05"W A DISTANCE OF 951.54' TO THE SOUTHERLY LINE OF SAID SECTION 21, AND THE SOUTHERLY LINE OF LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (21-12-30-0000-01010-0010); THENCE ALONG THE SOUTHERLY LINE OF SECTION 21, S88°42'07"W A DISTANCE OF 1983.84' TO THE SOUTHWEST CORNER OF SECTION 21; THENCE ALONG THE WESTERLY LINE OF SECTION 21 N01°44'23"E A DISTANCE OF 3242.53' TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 30 EAST; THENCE S89°13'30"W A DISTANCE OF 1994.32' TO THE LANDS OCCUPIED BY JOYCE WALLACE, OR 2173, PG 1759; THENCE N00°27'07"W A DISTANCE OF 672.43'; THENCE N88°53'32"E A DISTANCE OF 460.30'; THENCE N00°59'31"E A DISTANCE OF 661.67'; THENCE S88°54'19"W A DISTANCE OF 1266.54’ TO THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SECTION 20; THENCE CONTINUE S88°54'19"W A DISTANCE OF 1315.79’; THENCE S01°06'12"E A DISTANCE OF 1322.07'; THENCE S89°13'30"W A DISTANCE OF 657.42' TO THE SOUTHEAST CORNER OF TRACT 8, BLOCK B, OF SECTION 20, BUNNELL DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N01°16'04"W ALONG THE EASTERLY LINE OF SAID TRACT 8, A DISTANCE OF 638.83'; THENCE N89°01'18"W ALONG THE NORTHERLY LINE OF TRACT 8, A DISTANCE OF 660.43' TO THE CENTERLINE OF WEST BLACK POINT ROAD, A 50’ MAINTAINED PUBLIC RIGHT-OF-WAY; THENCE N01°12'21"W ALONG THE CENTERLINE OF WEST BLACK POINT ROAD, A DISTANCE OF 1977.10' TO THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION; THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18,

N01°40'52"E A DISTANCE OF 19.90'; THENCE DEPARTING THE CENTERLINE OF WEST BLACK POINT ROAD AND THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 18, N84°12'43"W A DISTANCE OF 1569.58'; THENCE S22°06'08"W A DISTANCE OF 223.70' TO THE SOUTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 18; THENCE S88°59'14"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 986.38' TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 18; THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 18 S88°59'14"W A DISTANCE OF 2631.80' TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 29 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION; THENCE S89°46'37"W ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 A DISTANCE OF 2615.38' TO THE EASTERLY LINE OF COUNTY ROAD 65(FORMERLY DEAN ROAD PER SAID CRESCENT SHORES SUBDIVISION PLAT), AN 80’ MAINTAINED PUBLIC RIGHT-OF-WAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 65, N00°48'58"W A DISTANCE OF 2634.39’ TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID CRESCENT SHORES SUBDIVISION, ALSO BEING THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 13; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N00°50'16"W A DISTANCE OF 655.12’ TO AN INTERSECTION WITH THE NORTHERLY LINE OF CRESCENT SHORES SUBDIVISION; THENCE DEPARTING THE RIGHT-OF-WAY LINE N89°22'31"E A DISTANCE OF 620.87'; THENCE N02°04'51"W A DISTANCE OF 656.30'; THENCE N89°17'01"E A DISTANCE OF 1162.49'; THENCE N01°21'44"W A DISTANCE OF 1301.32' TO THE SOUTHERLY LINE OF COUNTY ROAD 302(CR302), A 95’ PUBLIC RIGHT-OF-WAY; THENCE ALONG THE SAID SOUTHERLY LINE OF CR302, N89°32'29"E A DISTANCE OF 647.15' TO A POINT AT AN INTERSECTION WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 30 EAST, SAID POINT LYING AT A DISTANCE OF 20.23’ AND AT A BEARING OF S05°56’43”E OF A 6x6 CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 18; THENCE N89°37'36"E ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18 A DISTANCE OF 226.40’ TO AN INTERSECTION WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 18 PER FLAGLER COUNTY PROPERTY APPRAISERS OFFICE; THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF CR302, S00°45'47"E A DISTANCE OF 1329.37'; THENCE N88°12'58"E A DISTANCE OF 656.83' TO THE SOUTHWEST CORNER OF THE LANDS OCCUPIED BY CHARLIE BEMBRY, REFERENCED BY FLAGLER COUNTY PARCEL ID: (18-12-30-5550-00040-0010); THENCE CONTINUE N88°12’58”E, ALONG THE SOUTHERLY LINE OF BEMBRY’S, A DISTANCE OF 349.68’; THENCE N00°45'26"W ALONG THE EASTERLY LINE OF BEMBRY’S A DISTANCE OF 12.66'

TO THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18; THENCE N89°19'01"E A DISTANCE OF 966.42’ TO THE SOUTHEAST CORNER OF LANDS REFERENCED IN FLAGLER COUNTY PARCEL ID: (18-12-30-5550-00030-0020); THENCE N00°54'32"E ALONG THE EASTERLY LINE OF SAID LANDS A DISTANCE OF 1286.40' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CR302; THENCE N89°37'36"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 372.38'; THENCE N21°21'23"E A DISTANCE OF 33.00'; THENCE N89°37'36"E A DISTANCE OF 158.57' TO A NON-RADIAL INTERSECTION WITH A CURVE, CONCAVE NORTHEASTERLY, IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100(SR100, A 100’ RIGHT-OF-WAY AT PRESENT); THENCE ALONG THE CURVE TO THE LEFT BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 100 SAID CURVE HAVING A DELTA OF 008°35'47”, A RADIUS OF 5779.65', A LENGTH OF 867.16', A CHORD BEARING OF S81°21'35"E, AND A CHORD DISTANCE OF 866.35' TO A POINT OF TANGENCY IN THE SAID RIGHT-OF-WAY LINE; THENCE CONTINUE ALONG THE RIGHT-OF-WAY OF SR100 S85°39'29"E A DISTANCE OF 1284.36’ TO LANDS OF THE POLONIA SOCIETY AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (07-12-30-5550-00160-0030) AND TO THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS DEVELOPMENT COMPANY SUBDIVISION AS NOW IN USE; THENCE DEPARTING THE RIGHT-OF-WAY OF SR100 S00°09'41"W ALONG SAID WESTERLY LINE OF SECTION 8 A DISTANCE OF 479.76' TO THE SOUTHERLY LINE OF THE POLONIA SOCIETY LANDS; THENCE S89°45'41"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 720.47' TO A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID LANDS; THENCE N00°41'17"W ALONG THE EASTERLY LINE OF SAID LANDS OF THE POLONIA SOCIETY A DISTANCE OF 428.70' TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE S85°39'29"E ALONG THE RIGHT-OF-WAY LINE OF SR100 A DISTANCE OF 1326.32' TO AN INTERSECTION WITH THE WESTERLY LINE OF BLOCK 14, TRACT 1, SECTION 8, ST JOHNS DEVELOPMENT COMPANYS SUBDIVISION, ALSO BEING THE NORTHWEST CORNER OF LANDS AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550-00140-0000); THENCE S00°42'49"E ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 300.13' TO THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 30 EAST, ST JOHNS COMPANYS SUBDIVISION; THENCE ALONG SAID NORTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 17, N88°35’17”E A DISTANCE OF 1320.49’ TO A 4x4 CONCRETE MONUMENT MARKING THE NORTH 1/4 CORNER OF SECTION 17; THENCE N89°27’03”E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 17 A DISTANCE OF 662.91’ TO THE WESTERLY LINE OF THE LANDS DESCRIBED IN OR 496, PAGE(S) 1649 AS

REFERENCED BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550-00150-0035); THENCE S01°00’11”E ALONG SAID WESTERLY LINE A DISTANCE OF 44.86’ TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS S85°39'50"E A DISTANCE OF 254.42’ TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OR 496, PAGE(S) 1651, AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (08-12-30-5550-00150-0032); THENCE CONTINUE S85°39'50"E ALONG THE SOUTHERLY LINE OF SAID LANDS A DISTANCE OF 270.82’ TO THE EASTERLY LINE OF SAID LANDS; THENCE N00°55’58”E ALONG SAID EASTERLY LINE, A DISTANCE OF 135.47’ TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE S85°39’29”E A DISTANCE OF 138.69’; THENCE DEPARTING THE RIGHT-OF-WAY LINE S00°51’24”E A DISTANCE OF 34.05’ TO SAID NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 17; THENCE ALONG SAID NORTHERLY LINE N89°27’03”E A DISTANCE OF 397.59’ TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG THE RIGHT-OF-WAY LINE OF SR100 S85°39’23”E A DISTANCE OF 86.59’ TO A POINT OF CURVATURE, CONCAVE NORTHEASTERLY; THENCE ALONG THE CURVE TO THE LEFT, HAVING A DELTA OF 004°54’50”, A RADIUS OF 11,509.19’; A LENGTH OF 987.07’, A CHORD BEARING OF S88°06’54”E, AND A CHORD DISTANCE OF 986.77’; THENCE N89°25’41”E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100 A DISTANCE OF 1778.54’ TO THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF TRACT 2, BLOCK B, BUNNELL DEVELOPMENT COMPANYS SUBDIVISION WITH THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE CONTINUE ALONG THE SOUTHERLY RIGH-OF-WAY LINE OF SR100 N89°25’41”E A DISTANCE OF 66.42’ TO THE NORTHWEST CORNER OF LANDS OCCUPIED BY TAYLOR DESCRIBED IN OR 2650, PAGE 1753 AS REFERENCED BY FLAGLER COUNTY PARCEL ID: (16-12-30-0650-000B0-0020); THENCE ALONG THE WESTERLY LINE OF SAID LANDS, S01°45’35”E A DISTANCE OF 609.33’; THENCE N89°24’00”E A DISTANCE OF 658.42’ TO THE EASTERLY LINE OF SAID LANDS OCCUPIED BY TAYLOR DESCRIBED IN OR 2650, PAGE 1753; THENCE N01°43'51"W A DISTANCE OF 610.14’ TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE N89°25'41"E A DISTANCE OF 19.40’ TO THE WESTERLY LINE OF LOT 8, BLOCK 1, BUNNELL GARDENS; THENCE DEPARTING THE RIGHT-OF-WAY LINE S01°58’41”E A DISTANCE OF 79.38’; THENCE N88°57’01”E A DISTANCE OF 102.38’; THENCE N01°58’01”W A DISTANCE OF 78.53’ TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SR100; THENCE ALONG SAID RIGHT-OF-WAY LINE N89°25’41”E A DISTANCE OF 649.03’ TO A POINT OF CURVATURE, CONCAVE NORTHWESTERLY; THENCE ALONG THE CURVE TO THE LEFT HAVING A DELTA OF 012°21’59”, A RADIUS OF 1482.68’, A LENGTH OF 320.02’, A CHORD BEARING OF N83°15’40”E AND A

CHORD DISTANCE OF 319.40’ TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD, A 50’ PUBLIC RIGHT-OF-WAY; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF DEEN ROAD N88°56’33”E A DISTANCE OF 1526.50’ TO THE POINT OF BEGINNING.

LESS THE FOLLOWING PARCELS AS REFERENCED BY FLAGLER COUNTY:

17-12-30-0650-000D0-0010 ~ 5.2401 ACRES MORE OR LESS

17-12-30-0650-000D0-0011 ~ 5.2711 ACRES MORE OR LESS

20-12-30-0650-000A0-0010 ~ 16.1628 ACRES MORE OR LESS

17-12-30-0650-000B0-0000 ~ 5.706 ACRES MORE OR LESS (ALBERT)

18-12-30-5550-00120-0031 ~ 4.9726 ACRES MORE OR LESS (BUBBA)

18-12-30-5550-00120-0030 ~ 4.9772 ACRES MORE OR LESS (RHONDA)

13-12-29-1250-00100-0400 ~ 0.1256 ACRES MORE OR LESS (SCOTTS)

ALSO, LESS AND EXCEPT THE FOLLOWING:

LESS OVER 27 ACRES FOR ROADS AND RIGHTS-OF-WAYS INCLUDING DEEN ROAD, STATE ROAD 11, COUNTY ROAD 80, COUNTY ROAD 65, COUNTY ROAD 302, STATE ROAD 100(STATE ROAD 20), COUNTY ROAD 5 WEST(WEST BLACK POINT ROAD), BLACK POINT ROAD, EAST BLACK POINT ROAD AND VARIOUS OTHER ACCESS EASEMENTS AS RECORDED IN PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SUBJECT TO EASEMENTS AND ROAD RIGHTS-OF-WAYS AS RECORDED IN BUNNELL DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND ALSO AS RECORDED IN ST. JOHNS DEVELOPMENT COMPANYS SUBDIVISION, MAP BOOK 1, PAGE 7, AND ALSO AS RECORDED IN BUNNELL GARDENS, MAP BOOK 2, PAGE 6, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND ALSO AS RECORDED IN CRESCENT SHORES, MAP BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, A 300’ WIDE POWER LINE EASEMENT ENCUMBERING 71.3435 ACRES, AND VARIOUS OTHER ENCUMBERING INSTRUMENTS FOUND IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT "B"

City's Potable Water Plant

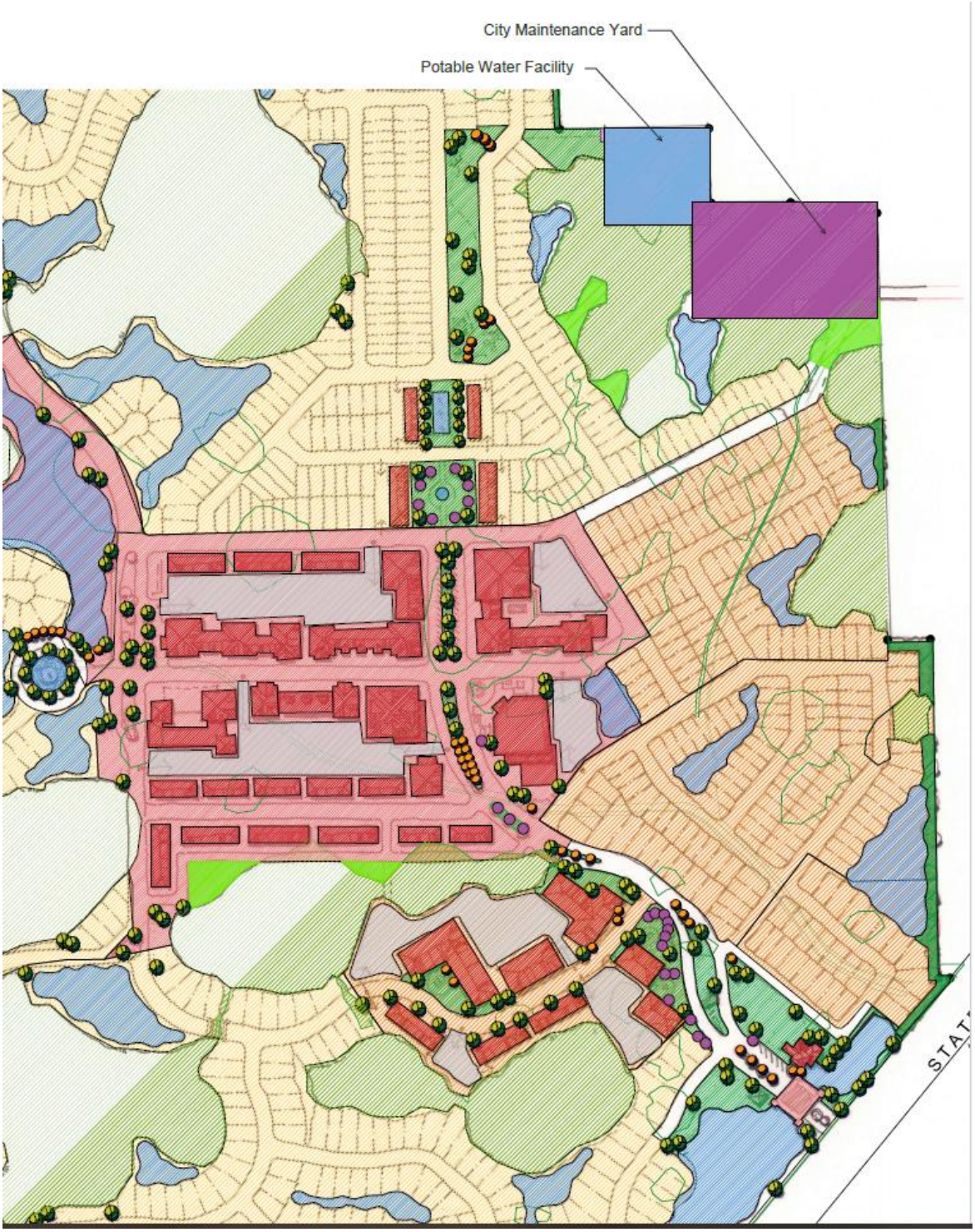


EXHIBIT "C"

County Fire Station #51

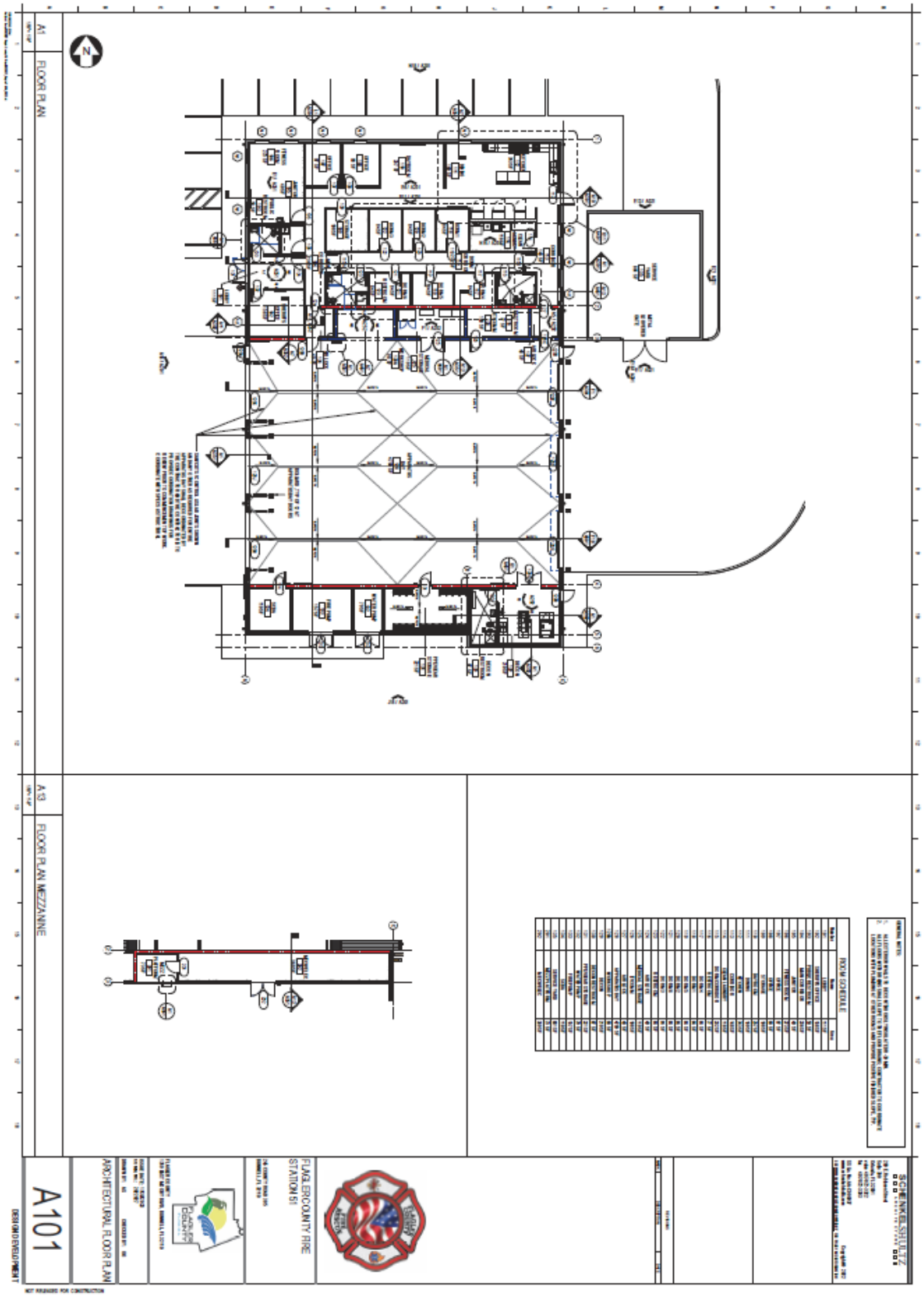

A1
FLOOR PLAN
A3
FLOOR PLAN MEZZANINE
ROOM SCHEDULE
SCHAEBELSHULTZ
FLAGLER COUNTY FIRE STATION 51
A101
ARCHITECTURAL FLOOR PLAN

EXHIBIT "D"

Form of Memorandum of Developer's Development Agreement

RECORD AND RETURN TO:
_____
_____
_____
_____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is dated as of the _____ day of _____, 2025, by and between **NORTHEAST FLORIDA DEVELOPERS LLC**, a Florida limited liability company ("**Developer**"), and **CITY OF BUNNELL, FLORIDA**, a political subdivision of the State of Florida (the "**City**"), (Developer and City may be collectively referred to as the "**Parties**"), as joined in by **JM PROPERTIES X, LLC**, a Florida limited liability company (the "**Owner**").

Developer, City, and Owner hereby give notice to all persons interested in the title to the lands described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Property**") that, pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220 through 163.3243, Florida Statutes, the Parties have executed and delivered to each other that certain Developer's Development Agreement having an effective date of _____, 2025 (the "**Development Agreement**"), which Development Agreement inter alia provides for conditions, terms, and restrictions imposed and incident to development of the Property. The Development Agreement is binding upon the successor, assigns, and successors in title of Owner and shall be a covenant running with the land described herein. A copy of the Development Agreement is available with the City Clerk.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the day and year first above written.

City of Bunnell, Florida

Agenda Item No. E.2.

Document Date: 08/14/2025
Department: Community Development
Subject: Admin Order 2025-03: Requesting approval of the Haw Creek Country Estates Rural Subdivision, located on County Road 140.
Agenda Section: **New Business:**

ATTACHMENTS:
Description
Administrative Order 2025-03 Haw Creek Country Estates Rural Subdivision.docx
Exhibit "B" - Haw Creek Country Estates Rural Subdivision

Summary/Highlights:

THIS IS A QUASI-JUDICIAL HEARING AND WILL FOLLOW QUASI-JUDICIAL PROCEDURES.

ANY EX PARTE COMMUNICATIONS MUST BE DISCLOSED INCLUDING ANY COMMUNICATIONS, TESTIMONTY AND EVIDENCE PROVIDED OR RECEIVED OUTSIDE OF THIS HEARING

This is a request to subdivide a 42.06+/- acre portion of a 281.03+/- acre parcel into six (6) separate lots for a non-platted minor rural subdivision, to be called the Haw Creek Country Estates Rural Subdivision.

In accordance with Florida Statutes, notice detailing the date, time, and location for this item was published in the Observer Local News newspaper on August 14, 2025.

Background:

PLEASE DISCLOSE ANY EX PARTE COMMUNICATIONS

Joseph Sorensen, project representative/applicant and part property owner, is requesting approval of the non-platted minor rural subdivision for the 42.06+/- acre portion of the subject property that will subdivide the property into six (6) lots. The location of this subdivision is approximately 810+/- feet west along County Road 140 from the intersection of State Road 11 and County Road 140. All proposed lots will have access off of County Road 140 and will require right-of-way access permits from the County's Growth Management Department due to it being a County owned and maintained right-of-way.

Rural subdivisions are controlled in the City's Land Development Code (LDC) under Chapter

30 and Chapter 34, specifically Sections 34-190 and 30-9. Rural Subdivisions must be located within the AG&S zoning district and meet all criteria listed therein and within the controlling LDC sections. The proposed lots meet the minimum lot size and lot width requirements as well as meeting the standards for rural subdivisions. The request to subdivide the property into six (6) lots meet the intent and requirements of the LDC as well as being consistent with the adopted 2035 Comprehensive Plan.

This action is being accomplished through the Administrative Order so that it can be legally recorded and subdivided per City regulations.

PZA Board Recommendation

On August 5, 2025, The PZA Board held a public meeting to consider this request and unanimously recommended approval to the City Commission.

Staff Recommendation:

Approve Administrative Order 2025-03 for the Haw Creek Country Estates Rural Subdivision

City Attorney Review:

Approved for agenda

CITY OF BUNNELL, FLORIDA
CITY COMMISSION
ADMINISTRATIVE ORDER 2025-03

AN ORDER OF THE CITY OF BUNNELL, FLORIDA CITY COMMISSION APPROVING THE NON-PLATTED MINOR RURAL SUBDIVISION APPLICATION NO. RSD 2025-01, HAW CREEK ESTATES RURAL SUBDIVISION, PARCEL ID: 19-13-30-1650-03010-0000 TO LEGALLY SUBDIVIDE THE PARCEL INTO SIX INDIVIDUAL PARCELS FOR THE HAW CREEK COUNTRY ESTATES RURAL SUBDIVISION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sorensen Colleen T & Dellas H Sorensen - Trustees (hereinafter the "Owners") owns certain real property assigned Tax Parcel Identification Number 19-13-30-1650-03010-0000 (hereinafter "Property"); and

WHEREAS, a portion of the above-described real property will be split into 6 lots with all newly created lots having direct access onto County Road 140; and

WHEREAS, Joseph Sorensen (hereinafter the "Applicant"), on behalf of the Owners, has submitted a Non-platted Minor Rural Subdivision Application No. RSD 2025-01, which is comprised of a signed and sealed sketch and legal for the Minor Rural Subdivision, prepared by Stephenson, Wilcox & Associates, Inc., initially submitted on June 10th, 2025; and

WHEREAS, the Applicant seeks to legally subdivide a portion of the Property into six (6) separate lots; and

WHEREAS, the Non-platted Minor Rural Subdivision would result in the creation of 6 lots of a new subdivision named Haw Creek Country Estates Rural Subdivision; and

WHEREAS, the Property is Zoned AG&S (Agricultural and Silviculture District); and

WHEREAS, the City's Planning, Zoning and Appeals Board held a public hearing on August 5th, 2025, and considered the evidence and testimony relating to the proposed Non-platted Minor Rural Subdivision provided by City Staff and public comment regarding the subject subdivision; and

WHEREAS, the City's Planning, Zoning and Appeals Board found that the proposed Non-platted Minor Rural Subdivision is consistent with the City of Bunnell Rural Subdivision Regulations and recommended approval of the Minor Rural Subdivision to the City Commission; and

WHEREAS, on August 25, 2025, the City Commission conducted a duly noticed public hearing on the proposed Non-platted Minor Rural Subdivision and staff presented conclusions and findings of fact:

1. The proposed Non-platted Minor Rural Subdivision complies with the Rural Subdivision specifications and design standards of the City Rural Subdivision Regulations (Sections 34-190 & 30-9).
2. The Non-platted Minor Rural Subdivision is in conformance with the City's Rural Subdivision Regulations (Sections 34-190 & 30-9), the Land Development Code (Chapters 34 and 30), and all other applicable City Code requirements, including development of the land designed to preserve the unique rural character of the City and enacted in order to protect, promote, and improve the public health, safety, comfort, order, appearance, convenience, morals, and general welfare of the people.
3. The Non-platted Minor Rural Subdivision is in conformance with City policy in respect to sufficiency of ownership, guarantees for completion of all required improvements, and if private, the guarantees for continued maintenance.
4. The six (6) lots comply with the minimum lot width, depth, and area requirements for the respective AG&S zoning district.
5. The road access meets all of the minimum requirements, as required by the City Rural Subdivision Regulations.
6. The proposed subdivision use, and density are consistent with the Future Land Use as identified within the Future Land Use Element of the City's 2035 Comprehensive Plan.
7. All procedural and substantive requirements of the City Code regarding the subdivision application have been satisfied.

NOW THEREFORE, the City of Bunnell, Florida hereby authorizes the Non-platted Minor Rural Subdivision as represented in Exhibit "B" attached hereto and incorporated herein by reference and directs that this Administrative Order be recorded in the public records of Flagler County and shall run with the real property as described, generally depicted in Exhibit "A", to serve as a covenant and restriction on the property.

IF THIS ADMINISTRATIVE ORDER IS NOT RECORDED WITHIN A YEAR OF THE DATE OF ADOPTION, THEN IT SHALL BECOME NULL AND VOID.

ANY FURTHER DIVISION OF THIS LAND OTHER THAN WHAT IS AUTHORIZED BY THIS ADMINISTRATIVE ORDER MUST ABIDE BY THE REQUIREMENTS FOR A SUBDIVISION OF LAND AS DEFINED BY THE CITY LAND DEVELOPMENT REGULATIONS AND FLORIDA STATUTES.

Section 1.
The above recitals are true and correct and are fully incorporated herein by reference.

Section 2.

The Non-platted Minor Rural Subdivision application for a six-lot subdivision, Haw Creek Country Estates Rural Subdivision, located directly on County Road 140 approximately 800+/- feet from the intersection with State Road 11, recognized currently as a portion of Parcel Identification No. 19-13-30-1650-03010-0000, as depicted in Exhibit "A", is hereby approved.

Section 3.
The applicant shall submit the original and one copy of the approved Non-platted Minor Rural Subdivision within thirty (30) days of recording and the applicant shall provide the City with the costs of processing and advertising the request.

Section 4.
This Non-platted Minor Rural Subdivision Administrative Order shall become effective immediately upon adoption.

ORDERED at a meeting of the City Commission of the City of Bunnell, Florida on the 25th day of August, 2025.

This Non-platted Minor Rural Subdivision is approved by:

CITY OF BUNNELL, FLORIDA

_____
Catherine D. Robinson, Mayor

ATTEST:

_____
Kristen Bates, MMC, City Clerk

Approved as to Form:

_____
Vose Law Firm, City Attorney

Seal:

Exhibit "A"

Location Map

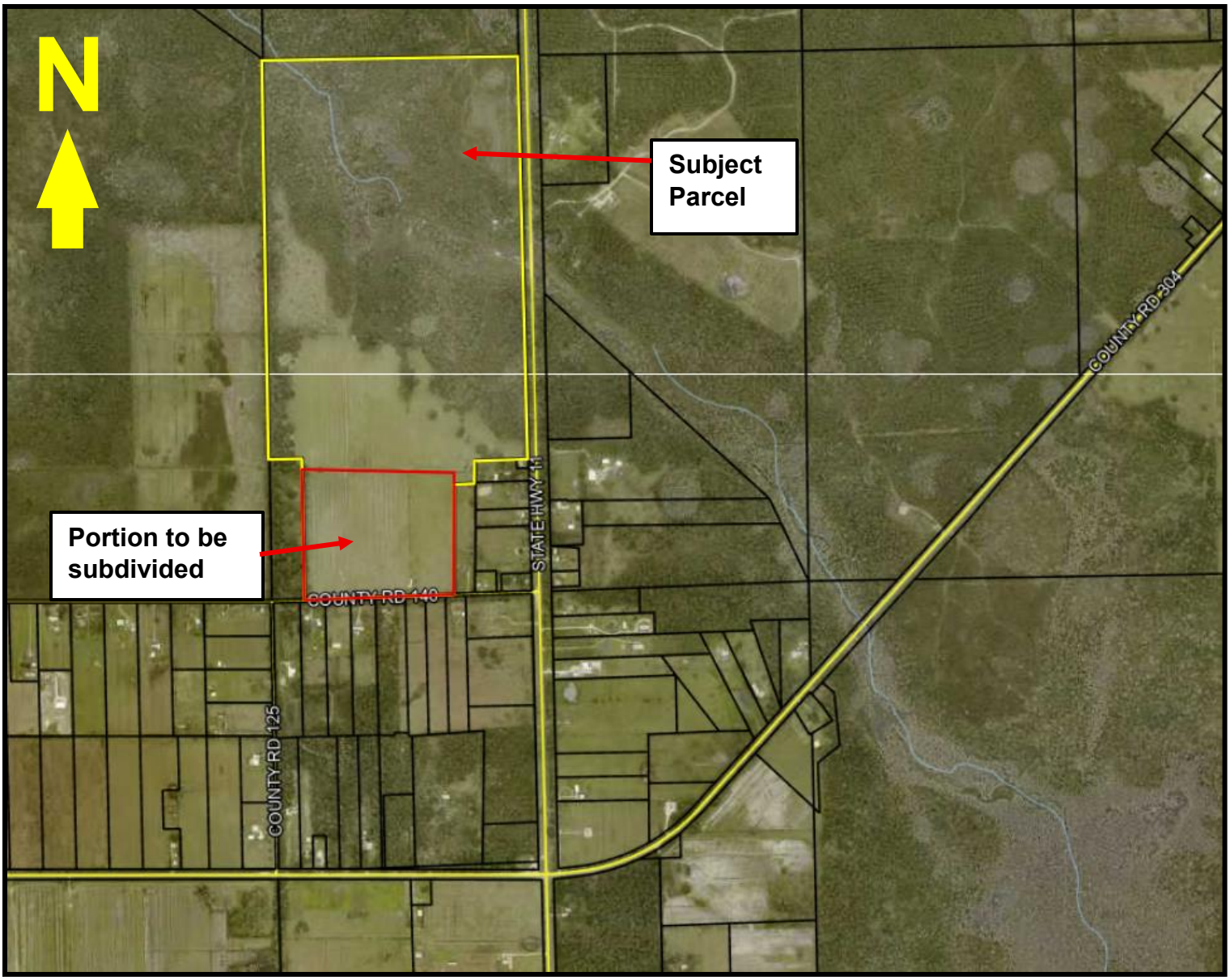


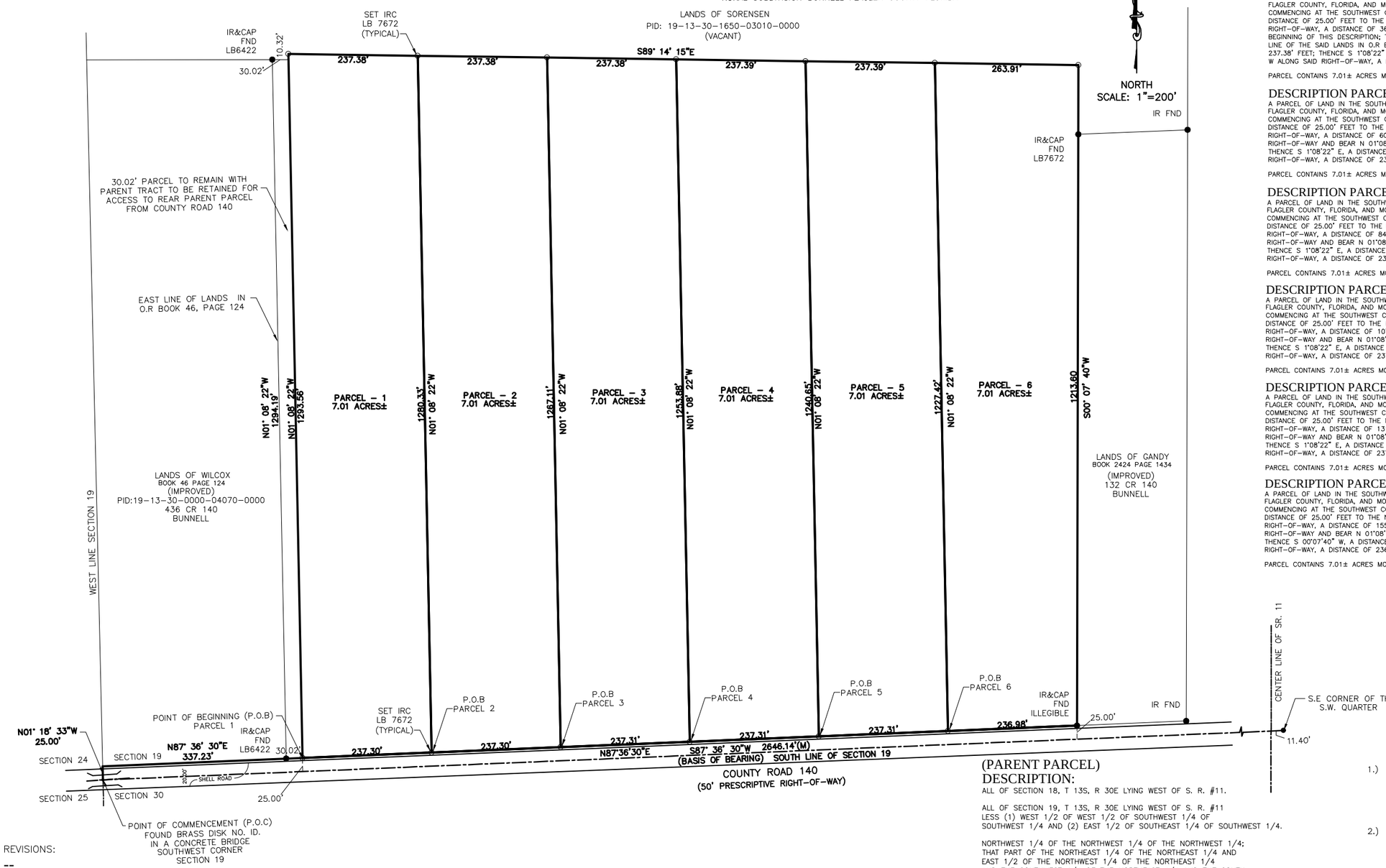
Exhibit "B"

Approved Haw Creek Country Estates Rural Subdivision

ADDRESS: COUNTY ROAD 140

HAW CREEK COUNTRY ESTATES

RURAL SUBDIVISION BUNNELL FLAGLER COUNTY FLORIDA



DESCRIPTION PARCEL 1:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 30 EAST, TALLAHASSEE MERIDIAN, FLAGLER COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 19 AND BEAR N 01°18'33" W ALONG THE WEST LINE OF SECTION 19, A DISTANCE OF 25.00' FEET TO THE NORTH PRESCRIBED RIGHT-OF-WAY OF COUNTY ROAD 140; THENCE BEAR N 87°36'30"E ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 367.25' TO THE EAST LINE OF LANDS DESCRIBED IN O.R BOOK 46, PAGE 124 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPART THE AFORE DESCRIBED RIGHT-OF-WAY AND BEAR N 01°08'22" W ALONG THE EAST LINE OF THE SAID LANDS IN O.R BOOK 46, PAGE 124, A DISTANCE OF 1293.56' FEET; THENCE S 89°14'15" E, A DISTANCE OF 237.38' FEET; THENCE S 1°08'22" E, A DISTANCE OF 1280.33' FEET TO THE AFORE DESCRIBED RIGHT-OF-WAY; THENCE S 87°36'30" W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 237.30' FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 7.01± ACRES MORE OR LESS.

DESCRIPTION PARCEL 2:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 30 EAST, TALLAHASSEE MERIDIAN, FLAGLER COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 19 AND BEAR N 01°18'33" W ALONG THE WEST LINE OF SECTION 19, A DISTANCE OF 25.00' FEET TO THE NORTH PRESCRIBED RIGHT-OF-WAY OF COUNTY ROAD 140; THENCE BEAR N 87°36'30"E ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 604.55' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPART THE AFORE DESCRIBED RIGHT-OF-WAY AND BEAR N 01°08'22" W, A DISTANCE OF 12880.33' FEET; THENCE S 89°14'15" E, A DISTANCE OF 237.38' FEET; THENCE S 1°08'22" E, A DISTANCE OF 1267.11' FEET TO THE AFORE DESCRIBED RIGHT-OF-WAY; THENCE S 87°36'30" W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 237.30' FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 7.01± ACRES MORE OR LESS.

DESCRIPTION PARCEL 3:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 30 EAST, TALLAHASSEE MERIDIAN, FLAGLER COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 19 AND BEAR N 01°18'33" W ALONG THE WEST LINE OF SECTION 19, A DISTANCE OF 25.00' FEET TO THE NORTH PRESCRIBED RIGHT-OF-WAY OF COUNTY ROAD 140; THENCE BEAR N 87°36'30"E ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 841.85' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPART THE AFORE DESCRIBED RIGHT-OF-WAY AND BEAR N 01°08'22" W, A DISTANCE OF 1267.11' FEET; THENCE S 89°14'15" E, A DISTANCE OF 237.38' FEET; THENCE S 1°08'22" E, A DISTANCE OF 1253.88' FEET TO THE AFORE DESCRIBED RIGHT-OF-WAY; THENCE S 87°36'30" W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 237.31' FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 7.01± ACRES MORE OR LESS.

DESCRIPTION PARCEL 4:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 30 EAST, TALLAHASSEE MERIDIAN, FLAGLER COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 19 AND BEAR N 01°18'33" W ALONG THE WEST LINE OF SECTION 19, A DISTANCE OF 25.00' FEET TO THE NORTH PRESCRIBED RIGHT-OF-WAY OF COUNTY ROAD 140; THENCE BEAR N 87°36'30"E ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1079.16' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPART THE AFORE DESCRIBED RIGHT-OF-WAY AND BEAR N 01°08'22" W, A DISTANCE OF 1253.88' FEET; THENCE S 89°14'15" E, A DISTANCE OF 237.39' FEET; THENCE S 1°08'22" E, A DISTANCE OF 1240.65' FEET TO THE AFORE DESCRIBED RIGHT-OF-WAY; THENCE S 87°36'30" W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 237.31' FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 7.01± ACRES MORE OR LESS.

DESCRIPTION PARCEL 5:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 30 EAST, TALLAHASSEE MERIDIAN, FLAGLER COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 19 AND BEAR N 01°18'33" W ALONG THE WEST LINE OF SECTION 19, A DISTANCE OF 25.00' FEET TO THE NORTH PRESCRIBED RIGHT-OF-WAY OF COUNTY ROAD 140; THENCE BEAR N 87°36'30"E ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1316.47' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPART THE AFORE DESCRIBED RIGHT-OF-WAY AND BEAR N 01°08'22" W, A DISTANCE OF 1240.65' FEET; THENCE S 89°14'15" E, A DISTANCE OF 237.39' FEET; THENCE S 1°08'22" E, A DISTANCE OF 1227.42' FEET TO THE AFORE DESCRIBED RIGHT-OF-WAY; THENCE S 87°36'30" W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 237.31' FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 7.01± ACRES MORE OR LESS.

DESCRIPTION PARCEL 6:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 30 EAST, TALLAHASSEE MERIDIAN, FLAGLER COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 19 AND BEAR N 01°18'33" W ALONG THE WEST LINE OF SECTION 19, A DISTANCE OF 25.00' FEET TO THE NORTH PRESCRIBED RIGHT-OF-WAY OF COUNTY ROAD 140; THENCE BEAR N 87°36'30"E ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1553.78' TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPART THE AFORE DESCRIBED RIGHT-OF-WAY AND BEAR N 01°08'22" W, A DISTANCE OF 1227.42' FEET; THENCE S 89°14'15" E, A DISTANCE OF 263.91' FEET; THENCE S 00°07'40" W, A DISTANCE OF 1213.60' FEET TO THE AFORE DESCRIBED RIGHT-OF-WAY; THENCE S 87°36'30" W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 236.98' FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 7.01± ACRES MORE OR LESS.

SURVEY NOTES:

1. UNDERGROUND IMPROVEMENTS AND UTILITIES NOT LOCATED.
2. BEARINGS REFER TO THE SOUTH SECTION LINE OF SECTION 19 AS BEING S 87°36'30" W.
3. NO SEARCH FOR ENCUMBERING INSTRUMENTS WAS MADE BY SURVEYOR.
4. ERROR OF CLOSURE MEETS OR EXCEEDS 1: 7500 FEET.
5. NO SEARCH FOR THE RECORDING OF THE RIGHT-OF-WAY OF COUNTY ROAD 140 WAS DONE. ALL KNOWLEDGE OF SAID RIGHT-OF-WAY WAS FROM PAST AND PREVIOUS SURVEYS PREPARED FOR OTHER CLIENTS AS WELL AS SURVEYS FROM OTHERS ALL STATING A 50.0' PRESCRIPTIVE RIGHT-OF-WAY.

GENERAL NOTES:

PER CITY OF BUNNELL ADOPTION OF MUNICODE:
SECTION 30-9.(3) RURAL DEVELPMENTS:
1.) THE LOCATION AND DESIGN OF ALL HOMES CONSTUCTED WITHIN THE NONO-PLATTED RURAL SUBDIVISION SHALL CONFORM TO FIREWISE COMMUNITIES STANDARDS PROMULGATED BY THE DIVISION OF FORESTRY OF THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, AS SET FORTH IN SECTION 34-190 AND AS REQUIRED IN ALL APPLICABLE ZONING AND LAND DEVELOPMENT REQUIREMENTS

PER SECTION 34-190.(3) – RURAL SUBDIVISIONS:
2.) WILDFIRE VULNERABILITY PREVENTION REQUIRMENTS, INCLUDING MITIGATION MEASURES ADDRESSING BUILDING DESIGN AND MATERIALS, SITE DESIGN, AND LANDSCAPING (INCLUDING DEFENSIBLE SPACE AND REQUIREMENTS AND PLANT MATERIALS) SHALL BE OUTLINED PRIOR TO CONSTRUCTION AS SET FORTH BY CITY OFFICIALS.

(PARENT PARCEL) DESCRIPTION:

ALL OF SECTION 18, T 13S, R 30E LYING WEST OF S. R. #11.

ALL OF SECTION 19, T 13S, R 30E LYING WEST OF S. R. #11 LESS (1) WEST 1/2 OF WEST 1/2 OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 AND (2) EAST 1/2 OF SOUTHEAST 1/4 OF SOUTHWEST 1/4.

NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTH 1/2 OF SECTION 7, T 13S, R 30E LYING WEST OF S. R. #11.

ALL IN FLAGLER COUNTY, FLORIDA

REVISIONS:
--

TYPE OF SURVEY: SKETCH AND LEGAL DESCRIPTION

NOTE: THIS SURVEY IS VALID NO MORE THAN 90 DAYS FROM DATE OF LAST FIELD WORK

CLIENT INFO
COLLEEN T. SORENSEN
GLENDALE UTAH 84729

JOB TYPE:	FIELD DATE	OFFICE DATE	JOB NO.	BY:
SKETCH/LEGAL		05/13/25	N/A	CJB
Site Plan				
House Stake				
Formboard				
Foundation				
Final				

LEGEND:

○ IR	1/2" Iron Rod set "LB7672"	O.R.	Official Records Book	PC	Point of Curvature	C.B.S.	Concrete Block & Stucco
● IR	5/8" Iron Rod found	PG.	Page	PRC	Point of Reverse Curvature	Conc.	Concrete
● IP	1/2" Iron Pipe	(D)	Deed Bearing & Distance	N.R.	Non-Radial Curve	C/S	Concrete Slab
○ N/D	Nail and Disk set "LB7672"	(P)	Plat Bearing & Distance	PT	Point of Tangency	EQP	Pool Equipment Pad
● N/D	Nail and Disk found	(M)	Measured Bearing & Distance	PI	Point of Intersection	PEP	Pretreatment Effluent Pumping Tank
◉ PCP	Permanent Control Point	(C)	Calculated Bearing & Distance	U.E.	Utility Easement		
□ CM	Concrete Monument set	C/L	Center Line	D.E.	Drainage Easement	O/E	Overhead Electric
■ CM	Concrete Monument found	E/P	Edge of Pavement	L.E.	Landscape Easement	P/P	P – Power Pole
PRM	Permanent Reference Monument	E/R	Edge of Road	N.G.V.D.	National Geodetic Vertical Datum	Ⓜ	Manhole
FND	Found	R/W	Right of Way	N.A.V.D.	North American Vertical Datum	Ⓣ	Telephone Riser
LB	Licensed Business	Δ	Delta	B.M.	Bench Mark		Cable Television Riser
LS	Licensed Surveyor	R	Radius	T.B.M.	Temporary Bench Mark	Ⓕ	Fiber Optic Riser
PSM	Professional Surveyor & Mapper	L	Length	TOB	Top Of Bank	WM	Water Meter
		CB	Chord Bearing	TOE	TOE of slope		Electric Meter
		CH	Chord Distance	F.F.	Finish Floor Elevation		Fire Hydrant
				INV.	Invert		

swa

Stephenson, Wilcox & Associates, Inc. CA#27726 · LB#7672

Civil Engineers • Land Surveyors • Consultants • Planners

2729 E. Moody Blvd., Ste. 400
PO Box 186 Bunnell FL 32110
Phone: 386.437.2363 · Email: info.swa@gmail.com

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 5J-17 Florida Administrative Code.

Digitally signed by Dan Wilcox
Date: 2025.07.29 12:09:03 -04'00'

DAN A. WILCOX Jr., PSM No.5749, PE No. [illegible] / HUNTER [illegible] WILCOX, PSM No. 7493

Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

SHEET 1 of 1

\\Mycloudpr4100\swa-01\CAD SERVER 2014NOV12\SWA\Cad Server\sdsk projects\0000 – ADMIN\HUNTER\DELLAS'S_PARCEL_LATEST_04_10_25.dwg

City of Bunnell, Florida

Agenda Item No. E.3.

Document Date: 08/06/2025
Department: Community Development
Subject: Requesting approval for the acceptance of the potable water, sanitary sewer, and storm sewer collection piping and collection structure within Grand Reserve Phase 3.
Agenda Section: **New Business:**

ATTACHMENTS:
Description
Bill of Sale - Grand Reserve Phase 3
Recommendation of Certification of Completion - Grand Reserve Phase 3

Summary/Highlights:

This is a request to accept the Potable Water, Sanitary Sewer, and Storm Sewer Collection Piping and Collection Structure within Grand Reserve Phase 3.

Background:

The requester, DR Horton, has received a recommendation of Certification of Completion for Grand Reserve Phase 3 from the City Engineer and thus requests the City accept the associated infrastructure per the executed Planned Unit Development Agreement Terms and Conditions.

The Bill of Sale is for all of the personal property, both tangible and intangible, relating to potable water, sanitary sewer, and storm sewer collection piping and collection structures [excluding stormwater infrastructure located with Tract B (SMF-11), Tract C (SMF-12), Tract C-12 (CE QQQ - not part of Phase 3 Plat), Tract G, Tract F, Tract H (SMF-3-1), and Tract K (SMF-3-2)] located within Phase 3 of Grand Reserve and more particularly described as follows:

The limits of Grand Reserve Phase 3 project entail Bogey Place Cul-de-Sac Right-of-Way from station 10+24 to 31+46.30 and the entirety of the Caddy Ct. Cul-de-Sac Right-of-Way from Station 9+46.74 to 12+31.40. Phase 3 portions of the potable water, sanitary sewer and storm sewer collection piping and collection structures have been completed and are in substantial compliance with the current city specifications and the approved England-Thims & Miller, Inc. plans plotted on July 24th, 2022 and digitally signed/sealed on August 15, 2022.

The City has received a Maintenance Bond for two years in the amount of $936,560.81 from DR Horton for this infrastructure. Acceptance of the Bill of Sale would result in the release of

the Performance Bond for this phase of the Planned Unit Development.

Staff Recommendation:

Approve acceptance of Grand Reserve Phase 3 Potable Water, Sanitary Sewer, and Storm Sewer Collection Piping and Collection Structures [excluding stormwater infrastructure located with Tract B (SMF-11), Tract C (SMF-12), Tract C-12 (CE QQQ - not part of Phase 3 Plat), Tract G, Tract F, Tract H (SMF-3-1), and Tract K (SMF-3-2)]

City Attorney Review:

Approved for agenda

City Manager Review/Recommendation:

Approved.

GRAND RESERVE PHASE 3
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that **D.R. Horton, Inc. – Jacksonville,** a Delaware corporation, ("**Developer**") for the sum of TEN and No/100 Dollars ($10.00) and other good and valuable consideration, paid by the **City of Bunnell, Florida,** a Florida municipal corporation ("**City**"), the receipt of which is hereby acknowledged, hereby grants, sells, assigns, and conveys to City all its right, title, and interest in and to all of the personal property, both tangible and intangible, relating to potable water, sanitary sewer, and storm sewer collection piping and collection structures [but excluding stormwater infrastructure located within Tract B (SMF-11), Tract C (SMF-12), Tract C-12 (CE QQQ – not part of Phase 3 Plat), Tract G, Tract F, Tract H (SMF-3-1) and K (SMF-3-2)], located in all right-of-way and utility easements dedicated to the City in that certain plat of Grand Reserve Phase 3, as recorded in Plat Book 41 on Pages 6-10 of the public records of Flagler County, Florida, and more particularly described, but without limitation, as follows:

> The limits of the Grand Reserve Phase 3 project entail Bogey Place Cul-de-Sac Right-of-Way from station 10+24 to 31+46.30 and the entirety of the Caddy Ct Cul-de-Sac Right-of-Way from Station 9+46.74 to 12+31.40. Phase 3 portions of the potable water, sanitary sewer and storm sewer collection piping and collection structures have been completed and are in substantial compliance with the current City specifications and the approved England-Thims & Miller, Inc. plans plotted on July 24th 2022 and digitally signed/sealed on August 15, 2022.

Developer represents and warrants that it is providing all of its ownership interest in and to the above-referenced Improvements and has removed or provided for the removal of all liens, security interests, or encumbrances. Developer further assigns any and all of its rights to any and all manufacturers' warranties related construction, manufacture and fitness of use to any and all Improvements to City.

IN WITNESS WHEREOF, this instrument shall be effective as of the ___ day of _____, 2025.

Witnessed:

_____

Print Name: _____

_____

Print Name: _____

D.R. HORTON, INC - JACKSONVILLE
a Delaware corporation

By:_____

Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____, 2024 by _____ D.R. Horton, Inc. – Jacksonville, a Delaware corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

[Notary Seal]

_____
Notary Public

_____
Name typed, printed or stamped
My Commission Expires:

ATTEST:

_____
Kristen Bates, CMC, City Clerk

CITY OF BUNNELL

By: _____
Catherine D. Robinson, Mayor

Approved as to form and legality:

_____
Vose Law Firm, City Attorney

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER

Crossroads of Flagler County

COMMISSIONERS:

PETE YOUNG

DAVID ATKINSON

DEAN SECHRIST

May 9, 2025

Joe Walter, Land Development Project Manager
D.R. Horton
4220 Race Track Rd
St. Johns, FL 32259

RE: Recommendation of Certification of Completion - Grand Reserve Phase 3

Dear Joe,

Please find below the list of items that have been received by the City of Bunnell for the Grand Reserve Phase 3 Project:

1. Fire Flow Tests
2. Pavement Reports
3. Signed and Sealed As-Builts for:
    a. Water mains
    b. Reclaim mains (if applicable)
    c. Sanitary Sewer Mains and Structures
    d. Force main (if applicable)
    e. Storm Sewer and Structures
    f. Paving and Grading
4. Pressure Tests
    a. Water
    b. Reclaim
    c. Force main (if applicable)
5. Bac-T Tests for water mains
6. FDEP Potable Water Clearance
7. FDEP Wastewater Clearance
8. Lift station as-built and start up report - (NOT applicable to Phase 3)
9. Engineer of record Certification Letters
    a. Letter of Certification of Final Inspection from Engineer of Record
    b. Letter of Certification of Cost
10. SJRWMD Stormwater As-Built Certification
11. CCTV for all gravity utilities
    a. CCTV Sanitary Sewer
    b. CCTV Storm Sewers
12. Trench backfill compaction reports which include
    a. Material testing and
    b. Compaction Reports Stabilized Subgrade and Base Course
    c. Compaction Reports for utility trenches and structure installs
13. Copy of Recorded Plat
14. Performance Bond (release)
15. Maintenance Bond for 2-Years

a. Bond amount matches the Engineers Certification of Cost Letter

16. Executed Bill of Sale

The limits of the Grand Reserve Phase 3 project entail the entirety of the Bogey Place Cul-de-Sac Right-of-Way from station 10+24 to 31+46.30 and the entirety of the Caddy Ct Cul-de-Sac Right-of-Way from Station 9+46.74 to 12+31.40. All the above items have been reviewed by the City and corrected by the contractor as necessary and rereviewed prior to proceeding with this recommendation of certification. Please note: There are several curbing cracks present throughout the Phase 3 project limits; plus, a curb depression approaching inlet S-102 and a couple curb depressions within Caddy Ct which DR Horton has agreed to replace and/or repair as part of the warranty review closeout and prior to the City releasing the maintenance bond.

By copy of this letter, I hereby recommend that the City of Bunnell accept and certify that the above-mentioned Phase 3 portions of the potable water, sanitary sewer, and storm sewer collection piping and collection structures have been completed and are in substantial compliance with the current City specifications and the approved England-Thims & Miller, Inc. plans last plotted on July 24th 2022 and digitally signed/sealed on August 15, 2022. As part of the acceptance for ownership and maintenance related to such improvements, please find attached a Bill of Sale for execution. Any stormwater infrastructure located within Tract B (SMF-11), Tract C (SMF-12), Tract C-12 (CE QQQ – not part of Phase 3 Plat), Tract G, Tract F, Tract H (SMF-3-1) and K (SMF-3-2) are excluded from the acceptance for ownership.

By copy of this letter, I also hereby recommend that the City of Bunnell certify that the above-mentioned Phase 3 portions of the roadway and reclaim watermain improvements have been completed and are in substantial compliance with the approved England-Thims & Miller, Inc. plans plotted on July 24th, 2022, and digitally signed/sealed on August 15, 2022, with the exceptions stated herein. Please note the roadway and reclaim watermain improvements are not accepted for ownership and maintenance by the City of Bunnell. The grades of the asphalt roadways have not been built to the City of Bunnell minimum standards, but at time of inspection, the roads were functioning and draining stormwater runoff as per the original intent of the approved England-Thims & Miller, Inc. plans. Please note that since the roadway grades do not meet the City of Bunnell minimum standards, these roads are recommended to be certified as completed (excepting the noted warranty items above) but cannot and will not be accepted now nor at any time in the future for ownership and maintenance by the City of Bunnell.

Should you have any questions, please feel free to contact me anytime at 386-523-4053, or by e-mail at mdepasquale@bunnellcity.us.

Sincerely,

City of Bunnell

Marcus DePasquale, PE
City Engineer

cc: Dustin Vost, Infrastructure Director
Joe Parsons, Community Development Director
Kristen Bates, City Clerk

City of Bunnell, Florida

Agenda Item No. G.1.

Document Date: 07/31/2025
Department: Engineering-Public Works-Parks Subject:
Resolution 2025-08 Renewal of Florida Department of Transportation MOA for Agreement AST40-R1

Agenda Section: **Resolutions: (Legislative):**

ATTACHMENTS:
Description
Resolution 2025-08 FDOT Highway Maintenance Contract Renewal.docx
Exhibit A Contract AST40-R1 MOA Renewal.pdf

Summary/Highlights:

This is a request to adopt a resolution that will renew the City's agreement with the Florida Department of Transportation (FDOT) for one of the City's State right-of-way

Background:

This resolution will allow us to renew a city of Bunnell street mowing and cleaning contract .

Staff Recommendation:

Resolution 2025-08 Renewal of Florida Department of Transportation MOA for Agreement AST40-R1

City Attorney Review:

Approved for agenda

Finance Department Review/Recommendation:

Recommend Approval.

RESOLUTION 2025-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA AUTHORIZING THE CITY MANAGER AND THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF BUNNELL AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bunnell entered into a "Highway Maintenance Memorandum of Agreement" with the Florida Department of Transportation (FDOT) on October 5th, 2022 to perform routine maintenance activities within State Road rights-of-way that traverse through the City's limits; and

WHEREAS, Resolution 2022-09 was adopted on September 12th, 2022 by the City Commission giving authorization to the mayor to sign the Highway Maintenance Contract #AST40 between the City of Bunnell and FDOT; and

WHEREAS, this is the first and final renewal of Contract No. AST40 and Financial Project No. 244172-1-78-03 with FDOT as depicted in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Authorization to Execute Agreement.
The City Manager or Mayor are hereby authorized to sign and execute the contract renewal for that "Highway Maintenance Memorandum of Agreement, Contract #AST40, Financial Project #244172-1-78-03" between the City of Bunnell and the Florida Department of Transportation, and mutually agreed upon Renewals and Supplemental Agreements, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Severability.
If any provisions of the Resolution or the application thereof to any person or circumstance are held invalid, the remainder shall nevertheless be given full force and effect, and to this end the provisions of this Resolution are declared severable.

Section 3. Conflicts.
All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 4. Effective Date.
This Resolution shall become effective immediately upon adoption.

DULY ADOPTED this _____ day of _____, 2025, by the City Commission of the City of Bunnell, Florida.

CITY OF BUNNELL, FLORIDA

_____
Catherine D. Robinson, Mayor

ATTEST:

_____
Kristen Bates, MMC, City Clerk

Seal:

Approved as to Form:

_____
Vose Law Firm, City Attorney

Exhibit “A”

Highway Maintenance Memorandum of Agreement Contract Renewal

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT RENEWAL

Contract No.: AST40 Renewal: (1st, 2nd, etc.) 1ST and Final

Financial Project No(s).: 244172-1-78-03

County(ies): Flagler

This Agreement made and entered into this _____ day of _____, 2025, by and between the State of
(This date to be entered by DOT only.)
Florida Department of Transportation, hereinafter called "Department", and City of Bunnell hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 5th day of October, 2022
(This date to be entered by DOT only)
entered into an Agreement whereby the Department retained the Contractor to perform perform routine maintenance activities in locations as described in Exhibits B & C in the original Agreement; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 5th day of October, 2025 and ending the 4th day of October, 2028 at a cost of $256,272.00.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

City of Bunnell
Name of Contractor

_____
Contractor Name and Title

BY: _____
Authorized Signature

N/A (SEAL)
Name of Surety

N/A N/A
City State

By: N/A
Florida Licensed Insurance Agent or Attorney-In-Fact (Signature) Date

Countersigned: N/A
Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary or Designee (Signature)

Title: District Maintenance Engineer

Legal: _____

Fiscal: ----------
Approval as to Availability of Funds

EXHIBIT B

PROJECT LIMITS:

SECTION	S.R.	LOCATION	LENGTH
73010-000	5	US-1 from Black Branch to Otis Stone Hunter Rd (MP: 9.086 - 13.715)	4.609
73020-000	100	SR-100 / E. Moody Blvd from US-1 to just west of Belle Terre Prkwy. (MP: 0.00 - 2.255)	2.255
73040-000	100	SR-100 west from City Limits to US-1 (MP: 16.998 - 17.684)	0.686
73050-000	11	SR-11 / west Moody Blvd from south City Limits to US-1 (MP: 14.327 - 15.477)	1.150

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

INC.	ACTIVITY	DESCRIPTION
☐	433	**Sodding:** Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	**Seeding, Fertilizing and Mulching:** Seeding, fertilizing, and mulching of the roadside.
☐	436	**Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical):** Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☒	451	**Clean Drainage Structures:** Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	**Concrete Sidewalk Repair:** Repair or replacement of existing sections of concrete sidewalk.
☒	461	**Roadside Ditches – Clean and Reshape:** Cleaning and reshaping of ditches other than outfalls.
☒	471	**Large Machine Mowing:** Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	**Slope Mowing:** Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	**Small Machine Mowing:** Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☐	487	**Manual Weed Control**: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☒	490	**Fertilizing:** Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	**Tree Trimming & Removal:** The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	**Landscaped Area Maintenance:** All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	**Chemical Grass and Weed Control**: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

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☐	498	**Storm Water Management:** To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	**Fence Repair:** To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	**Roadside Litter Removal:** Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☐	542	**Road Sweeping (Manual):** To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	**Road Sweeping (mechanical):** Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	**Edging & Sweeping:** Removal of vegetation and debris from the curb, gutter and sidewalk.
☐	464	OutFall Ditches - Clean and Repair: Cleaning outfall ditches and restoration of slopes and bottom area. Do not report to this activity when efforts are limited to brush and weed cutting.

City of Bunnell, Florida

Agenda Item No. .

Department: City Clerk
Subject: City Manager Report- July 2025
Agenda Section: City Manager

ATTACHMENTS:
Description
City Manager Report- July 2025.pdf

Summary/Highlights:

Attached is the City Manager Report for the month of July 2025

City Manager's Monthly Report

Dr. Alvin B. Jackson, Jr.
City Manager
For July 2025

Published: August 2025

City Announcement

UPCOMING EVENTS

The City of Bunnell will be co-hosting or hosting the following events in the upcoming year. Mark you calendar and stay tuned to the City's website and Facebook page for information and updates.

- August 27, 2025 - Bunnell Administration Complex Building Dedication
- August 29, 2025 - Flagler Central Commerce Parkway Dedication
- October 2025 - anticipated release date of the 2026 Candidate Handbook (check with City Clerk)
- October 31, 2025– Halloween in Bunnell
- November 11, 2025– Veteran's Day Parade
- December 8, 2025 @ 12:00 PM - Deadline to turn in petitions for petition qualification for the 2026 Municipal Election
- December 12, 2025– Bunnell Christmas at JB King Park
- January 5, 2026 @ 8:00 AM to January 9, 2026 @ 12:00 PM– Qualification Period for 2026 Municipal Election
- January 30, 2026 - Commission Advance
- March 3, 2026– Municipal Election (2 Commission seats)

City Commission Mission Statement

The City Commission of the City of Bunnell is dedicated to providing its citizens, businesses and visitors with quality services that ensure Life, Liberty and the Pursuit of Happiness!

Core Values

The following are the core values for the City of Bunnell:

- Loyalty to the team, the objectives, and the mission.
- Teamwork. Cultivate a “we environment.”- Be passionate team player.
- Communication. Share information freely, maintain an on-going dialog.
- Respect individual strengths; Embrace diversity.
- Empathy. Care about people.
- Always determine what is important to team members.
- Honor everyone. Demonstrate respect for all persons.
- Say “thank you.” Show appreciation in every way possible.
- Self-Control. Stay open, ask questions & maintain clam demeanor in the face of every challenge.
- Have a forgiving spirit.
- Professionalism always. Maintain a positive attitude & a pleasing personality.
- Cultivate creativity.
- Seek great personal satisfactions in helping others succeed.
- Be an active listener– quick to hear, slow to speak.
- Be a person of fairness & justice to all.
- Have an action plan, including results oriented goals with measurable outcomes.
- Create a culture of warmth & belonging, where everyone is welcome.
- Have fun; create an environment where employees can think big & excel.
- Integrity: to be honest, open, ethical & fair.
- Fiscal accountability: to be good stewards of agency funds.

Mission Statement

The City of Bunnell will provide its residents, businesses, visitors, partners and staff with value centric leadership to create a safe, sustainable, attractive, strong and vibrant community while building on our rich heritage as the foundation to improve the City's economic future and to achieve the highest possible quality of life for the overall community through the exemplary services we provide.

Vision Statement

The City of Bunnell commits to building on its heritage, while enhancing a high quality of life for all its citizens. We pledge to work in collaboration with our residents and business community to foster pride in the City, develop a vibrant and diverse economy and a thoughtful plan for the future.

Capital Projects: *#beinthebunnellknow*

Did you know the City is managing an estimated $88 million dollars worth of funds for improvements to City infrastructure and facilities over the next 3 years?

#beinthebunnellknow

To provide on-going information and pictures on major capital improvement projects within the City, a new webpage has been launched : https://www.bunnellcity.us/capital-projects/pages/projects

Register to get updates on changes in projects through the subscribe link on the City's homepage.

Bunnell Administration & Police Department Complex

Being built on Flagler Central Commerce Parkway, the new home for the City of Bunnell operations will provide a permanent home to base City operations and with the ease of access to the Government Services Complex and Emergency Management Center the City will be better placed for cooperative efforts with other jurisdictions. The City purchased the property in 2022 and completed design in 2023. Once completed, the 19,000 square foot facility will be home to the City Administration offices, the Police Department and a Chamber's Meeting hall. Work has commenced and completion of the facility is expected to be Summer 2025. Click here for updates and photo

Certificate of Occupancy Issued August 1

Dedication Ceremony August 27th

Primary Department:	Engineering
Award / Budgeted Amount:	$1[illegible],000,000
Funding Source:	General Fund Loan Proceeds
Amount Spent to Date:	$8,996,[illegible]6.03
Percent Complete:	92.[illegible]8% Construction
Next Milestone / Step:	Continue with exterior and interior finishing; AV systems; Site closeout; Completing furnishings, Site As-Builts, Final Building and Site Punch Lists.
Target Completion Date:	July 2025

Flagler Central Commerce Pkwy

The Flager Central Commerce Parkway Connector project will include the construction of the new Commerce Parkway Connector roadway and new water and sewer utilities in the City of Bunnell, Florida. The project limits are between SR-5(US-1) and SR-100 and the total project length is ±1.7 miles. The project will include the construction of a 2-lane, 1.7 mile roadway with 11-ft lanes, 8-ft (5-ft paved) shoulders, a 5-ft sidewalk, wildlife fencing, wildlife crossings, and a dedicated stormwater management system. In addition, the County is constructing both left and right turns lanes on US 1 and an existing portion of Commerce Parkway just south of SR 100 will be milled and resurfaced. All pedestrian facilities shall adhere to current ADA standards. Click here for updates and photos.

Substantial Completion
Grand Opening &
Ribbon Cutting
Ceremony August 29th

Primary Department:	Engineering
Award / Budgeted Amount:	$12,391,898
Funding Source:	State, County and City. City's funding is sourced from City collected Impact Fees which equal $4,500,000
Amount Spent to Date:	$9,915,350.25
Percent Complete:	98.45%
Next Milestone / Step:	Striping and Signage; Air Release Valves, Crosswalk Features, Minor fencing items, Energize FPL Light poles; Complete SOD and Punch List.
Target Completion Date:	August 2025

Hymon Circle Stormwater Project

Stormwater drainage project for the Hymon Circle community to reduce flooding.

CLICK HERE for more information on this Infrastructure Department project.

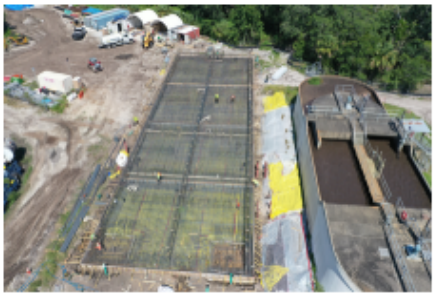
Primary Department:	Infrastructure / Stormwater
Award / Budgeted Amount:	$700,000
Funding Source:	Small Cities Community Development Block Grant (CDBG)
Amount Spent to Date:	$449,825
Percent Complete:	90%
Milestone Completed:	Final Walkthrough/ Punch List
Next Milestone / Step:	Pay App 2 | Change Order #2 Construction | Substantial Completion
Target Completion Date:	September 2025

Wastewater Treatment Plant Rehab / Expansion

The project entails design, permitting, funding assistance, and construction administration services to rehabilitate the existing plant to meet advanced wastewater treatment standards and expand the treatment capacity to 1.20 MGD.

CLICK HERE for more information on this Infrastructure Department project.

Primary Department:	Infrastructure / Collection Utility
Award / Budgeted Amount:	$44,799,303
Funding Source:	USACE Funding | SJRWMD Grant | FL State Grant | SRF Loan
Amount Spent to Date:	$13,370,871
Percent Complete:	30%
Milestone Completed:	Chem Feed Pad, Generator Pad, & Electrical Building Pad Pours | BNR Base Slab Pour
Next Milestone / Step:	BNR Wall Forms and Concrete Pours to Continue
Target Completion Date:	April 2027



Design-Build Brackish Water Reverse Osmosis Project

Design and construct a reverse osmosis system to treat brackish water and conduct a pilot study to determine the most effective treatment for the system.

CLICK HERE for more information on this Infrastructure Department project.

Primary Department:	Infrastructure / Distribution
Award / Budgeted Amount:	$4,500,000
Funding Source:	State of Florida Department of Environmental Protection Legislative Grant
Amount Spent to Date:	$267,437
Percent Complete:	5.9%
Milestone Completed:	90% Cost Estimate Review
Next Milestone / Step:	CUP- Additional Allocation in Progress | SJRWMD Ground Water Modeling
Target Completion Date:	September 2026

Phase 2 Coquina Hall Restoration

Phase 1 work at the Historic Coquina City Hall was completed in December 2024. Construction documents for Phase 2 are currently undergoing final review by the State of Florida, Division of Historical Resources, and will be ready for permitting once this review is complete. The primary goals of Phase II are to complete necessary repairs and to improve the accessibility of the building through ADA improvements. Phase 2 includes the following work: re-roofing the main building with new architectural shingles to have a similar appearance to the original asbestos roofing; rigid insulation roof panels and new gutters will also be installed; damaged roof sheathing and rafters will be repaired to match the existing materials; non-historic side entry canopies will be removed, and the original wood side doors will be refinished; new transom windows will be installed above the side doors; ADA access will be restored; structural repairs will also occur in the crawl space to address damaged floor joists; new ADA-compliant Men's and Women's restrooms will be built; and an expansion of the kitchen, including new finishes, cabinets, and appliances. Click here for updates and photos.

Primary Department:	Parks & Recreation / City Clerk
Award / Budgeted Amount:	$870,000.00
Funding Source:	Legislative Appropriations
Amount Spent to Date:	$0
Percent Complete:	0%
Next Milestone / Step:	COMPLETED- Phase 2 construction plans were approved by the State Division of Historical Resources 6/30/2025; Building Permit issued; On-Site meeting with Contractor held 7/3/2025 NEXT- Construction to commence 8/11/2025
Target Completion Date:	TBD

Other Projects & Plant Capacities

Grant Projects:	Expense	Grant Amt
FDEM Storm Water Master Plan:		**$300,000**

A stormwater master plan (SWMP) will evaluate the entire stormwater collection system for performance and identify necessary improvements. The primary objectives of the SWMP are to develop a model of the stormwater system, estimate future growth, model design storm events for flood control, model BMPs to estimate nutrient and pollutant removal, and estimate future projects required to accommodate the projected growth, the identified flood control needs, and the identified pollutant removal requirements. A SWMP will also increase the potential of grant funding for future projects.

Proposal currently under review.

Master Plan / Capital Projects:	Expense	Funding Amt
GPR/GIS Mapping (MP):	**$39,925**	**$100,000**

Ground Penetrating Radar (GPR) and Geographic Information System (GIS). Accurately map underground water and sewer lines.

GIS information being collected and input into the system.

HSP Install Phase 2 **$200,000**

Installation of the two remaining high service pumps along with Variable Frequency Drives (VFDs), electrical components and piping.

Developing Project Scope for bid process.

Well 8 **$20,000** **$70,680**

Hydrologic evaluation and conduct pumping redevelopment to attempt to reduce the amount of sediment.

Evaluation complete. Purchase order issued for redevelopment.

WTP Pump House Rehab: **$75,000**

Rehabilitate pump house structure walls, roof and slab.
Information gathering and grant funding in process.

GSB Lift Station Panel **$1,319** **$9,000**

Replacement of the lift station control panel to ensure reliable operation, updated components, and compliance with current electrical and safety standards.

Purchasing in process.

S Anderson Lift Station Property Fence: **$ 980** **$ 25,000**

Fencing the City lift station property for public safety.
Survey complete. Purchasing in process.

Gravity Collection System Renewal & Replacement (MP):
Annual Manhole Rehab **$100,000**

Manhole Repair and Line.
Information gathering and planning process.

Park Updates and Facility Rentals

Parks operate during daylight hours (ie. dawn to dusk)

THERE ARE NO DOGS ALLOWED IN CITY PARKS

The City is accepting applications for the rental of parks and other available facilities. Applicants are required to turn in a completed application with sufficient time to process the rental request. Applications can be obtained at the Bunnell Customer Service Office located at 604 E. Moody Blvd. Unit 6 or on the City website www.bunnellcity.us under FORMS.

FACILITY ALERT: Coquina Hall and Lake Lucille located at 200 S. Church Street ARE NOT currently available to rent.

You can rent the following City facilities:

- **Versie Lee Mitchell Community Center**
- **Edward Johnson "EJ" Park**
- **JB King Park– Pavilion A or Pavilion B**
- **Commissioner Jackson Park**
- **Carver Fields**

Garage Sale Permits

The City is accepting requests for Garage Sale Permits. Residents need to make their request to the Utility Billing Department. Per the City Code of Ordinance, there is a limit on the total number of garage sale permits that can be issued to a property/address point in a calendar year. Speak with the staff in Utility Billing for any questions regarding Garage Sale Permits 386-437-7500 x 3.

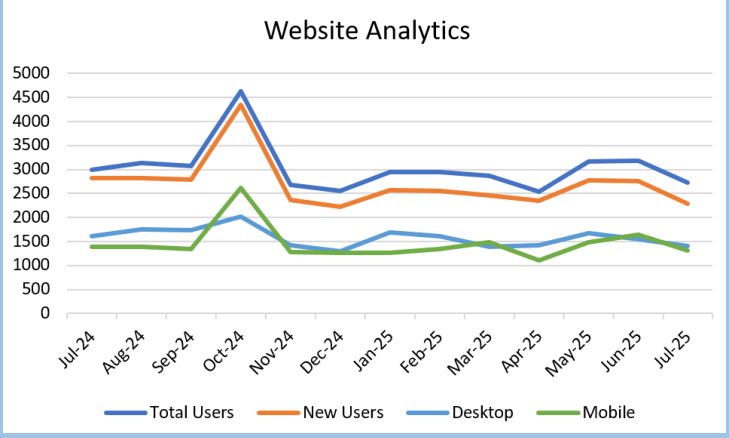
Information Technology

Mostly working on various systems in the new building, allowing others to move in. The final CO was issued on August 1, and we have moved the remaining staff into the building with the exception of the PD. Looking forward to having the new building project completed, and all systems reset.

Year 3 of the Cyber Security grant is partially funded. With the delays in getting the state budget approved, the Florida Digital service is working on spreading the funds among the past recipients, and finalizing the program. There is no word at this point on if the City will be funded or not.

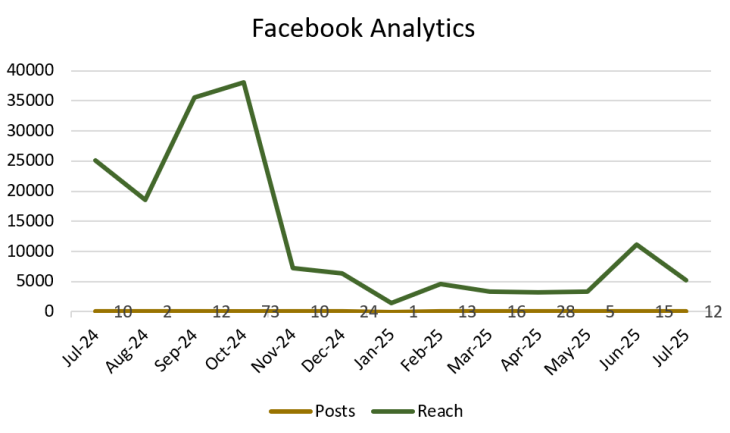
However the subscription period for the software titles we are utilizing have expired. I have reached out to the various vendors to see if there are any gap plans. All have indicated the Florida Digital Service has not communicated well with them on the continuation of the program.

Not sure at this point if we will get funded for the software we have been utilizing the last couple years. Worse case scenario, we have to purchase other software titles, uninstall what we have and replace it with new systems. Funds are in our current budget.



Top 10 web pages:

1. Home Page
2. Open Positions
3. Building Dept.
4. Agendas
5. Advance Search
6. Police
7. Contact Directory
8. City Commission
9. Human Resources
10. Bids



City Clerk Office

The City Clerk Office published and noticed agendas for the City's Public meetings held in July. Public Meetings are City Commission meetings, workshops and Executive Strategy Sessions, Union Meetings, and any Volunteer Board meetings such as the Planning, Zoning and Appeals Board and Code Enforcement Board. Noticing of agendas also includes making sure all agenda items on an agenda are noticed and advertised in accordance with Florida Statute and local regulations.

The City Clerk is also responsible for the recording of ordinances/documents and all follow-up as needed for matters heard by the City Commission.

The Clerk's Office also worked on the following issues throughout the month:

- Preparation of the monthly Capital Improvements Project report and the City Manager Report
- Bunnell Christmas 2025 planning and looking for event sponsors
- Phase 2 Coquina City Hall Project: meeting with contractor; on-going design discussions; gathering estimated costs to finish the project so additional funding can be sought
- Participating in walkthroughs with contractors for the New Administration Complex
- Planning of the Administration Complex Building Dedication event
- Overseeing packing of offices for departmental moves to the New Administration Complex; working with the Janitorial Service hired to provide services at the New Administration Complex; moving official records from storage to the Administration Complex; organizing official City records
- Revised and re-issued 2 City trainings for all staff
- On-going work with departments on 4 different extensive records requests; 77.5 hours of work for excessive records requests; over 100 hours in total records requests
- 15 Title Searches for building permits and code enforcement issues. Each search can take up to and sometimes over 30 minutes.
- Implementation of PEAK Agenda program including creation of agenda process manual and training
- Planning for September 17th Annual Elected Officials Ethics and Sunshine Law Training

Human Resources

ANNIVERSARIES:

The City acknowledges and celebrates the following for their continued commitment to the City and her citizens and business owners:

Elizabeth Beavers : 2 years
Kenny Harris: 18 years
Christine Hancock: 16 years
Anthony McKay: 2 years
Larry Robinson: 3 years
Griff Trenbeath: 1 year

NEW EMPLOYEES:

The City wants to give a warm welcome to our newest employee:

Melanie Fitzgearld 7/7/25

Kara Shoemaker 7/10/2025

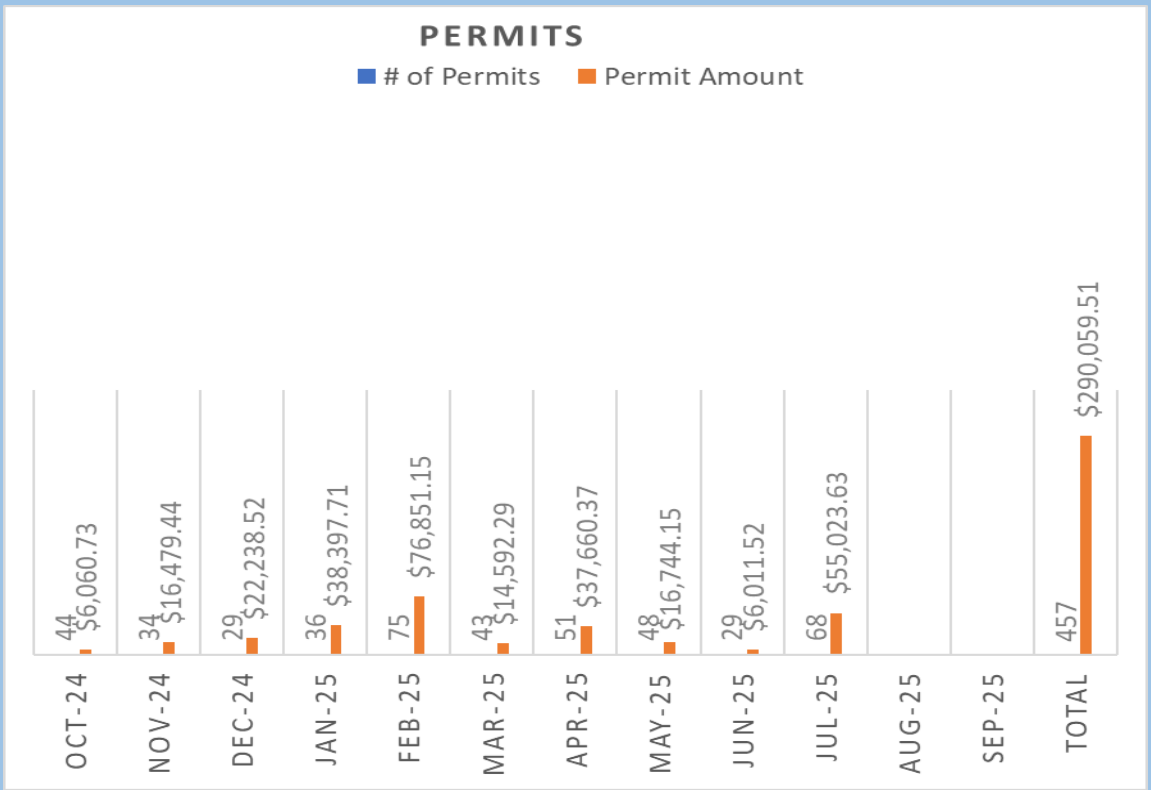
WE ARE HIRING; OPEN POSITIONS:

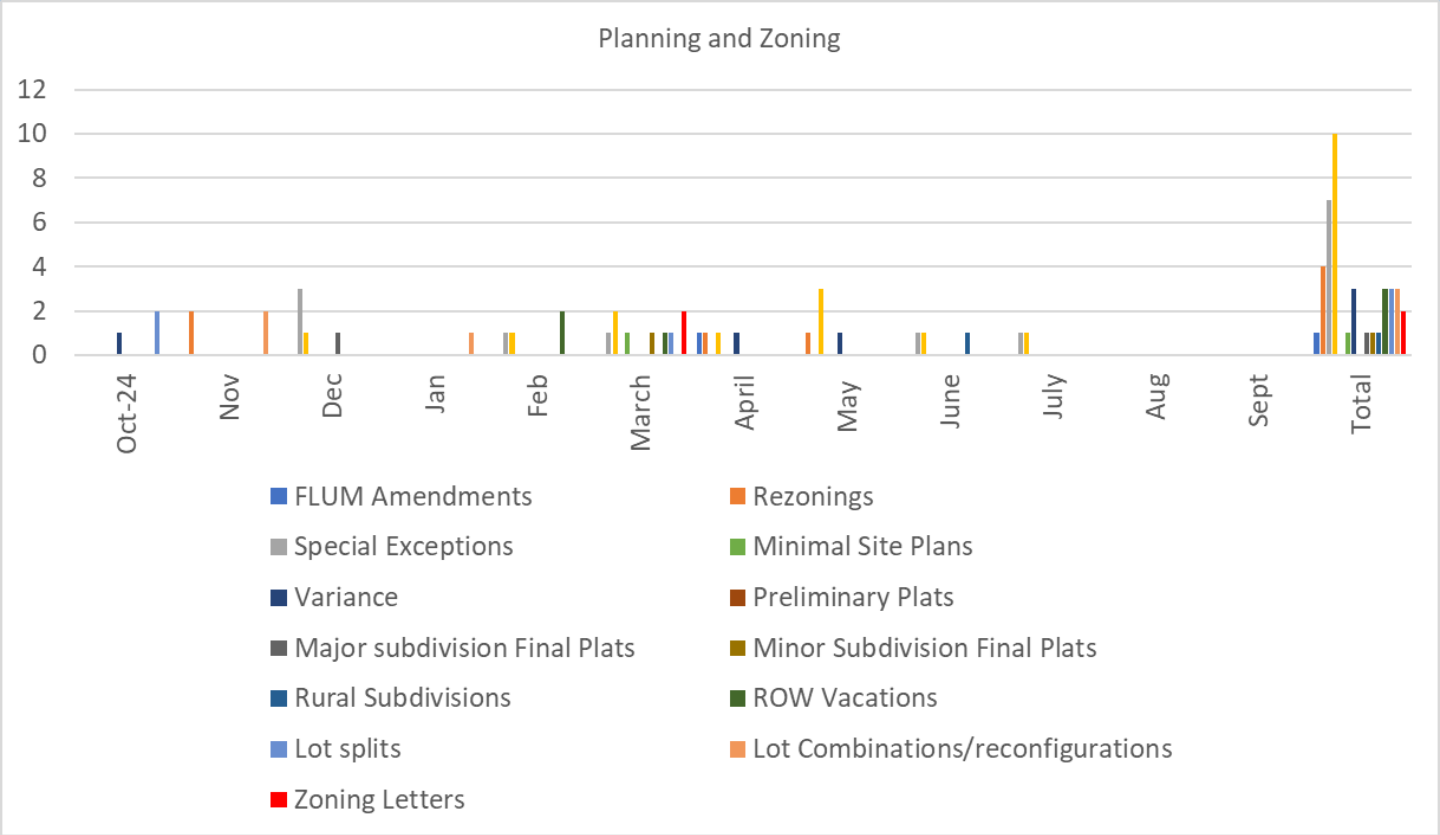
Police Officer
Police Sergeant

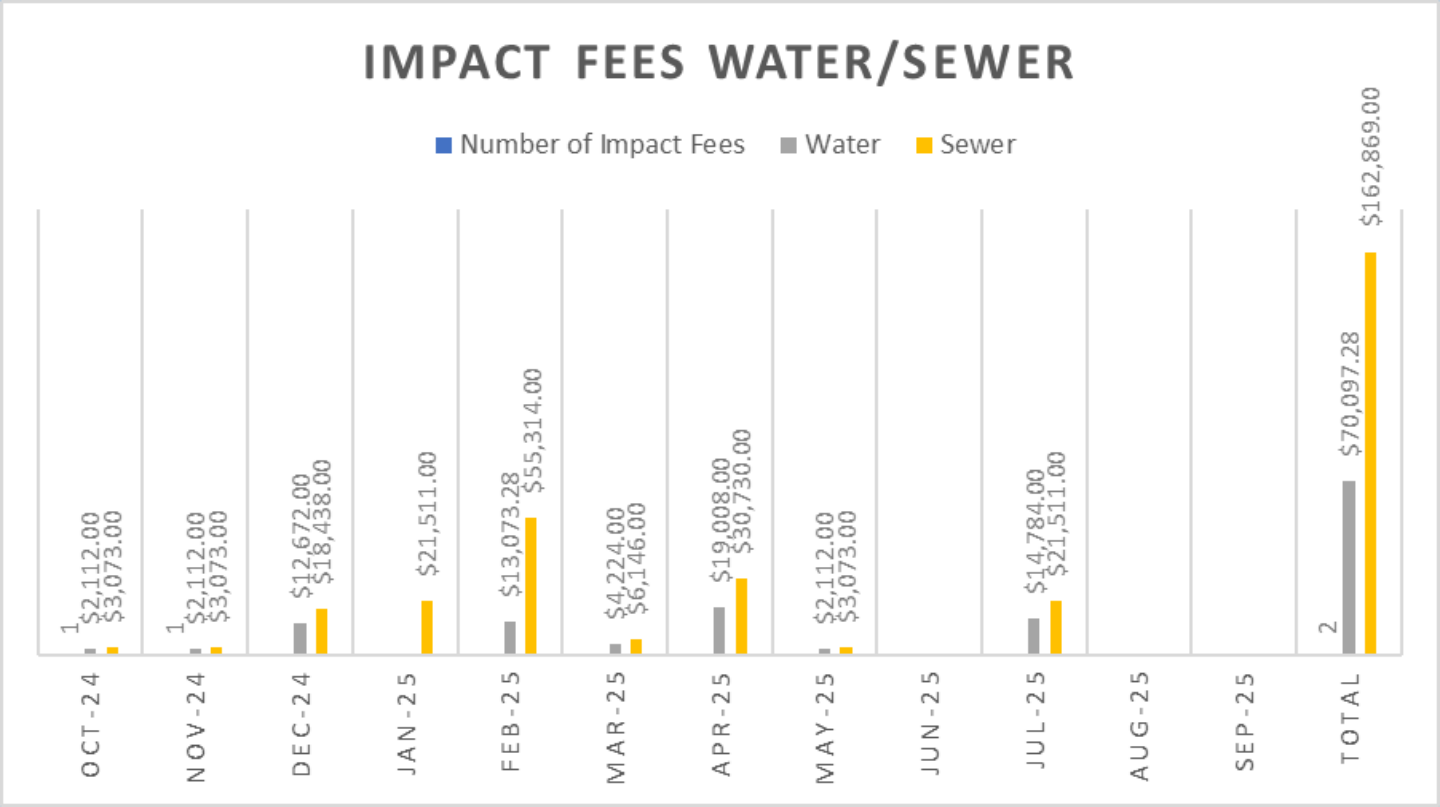
Public Safety Officer
Solid Waste Truck Driver

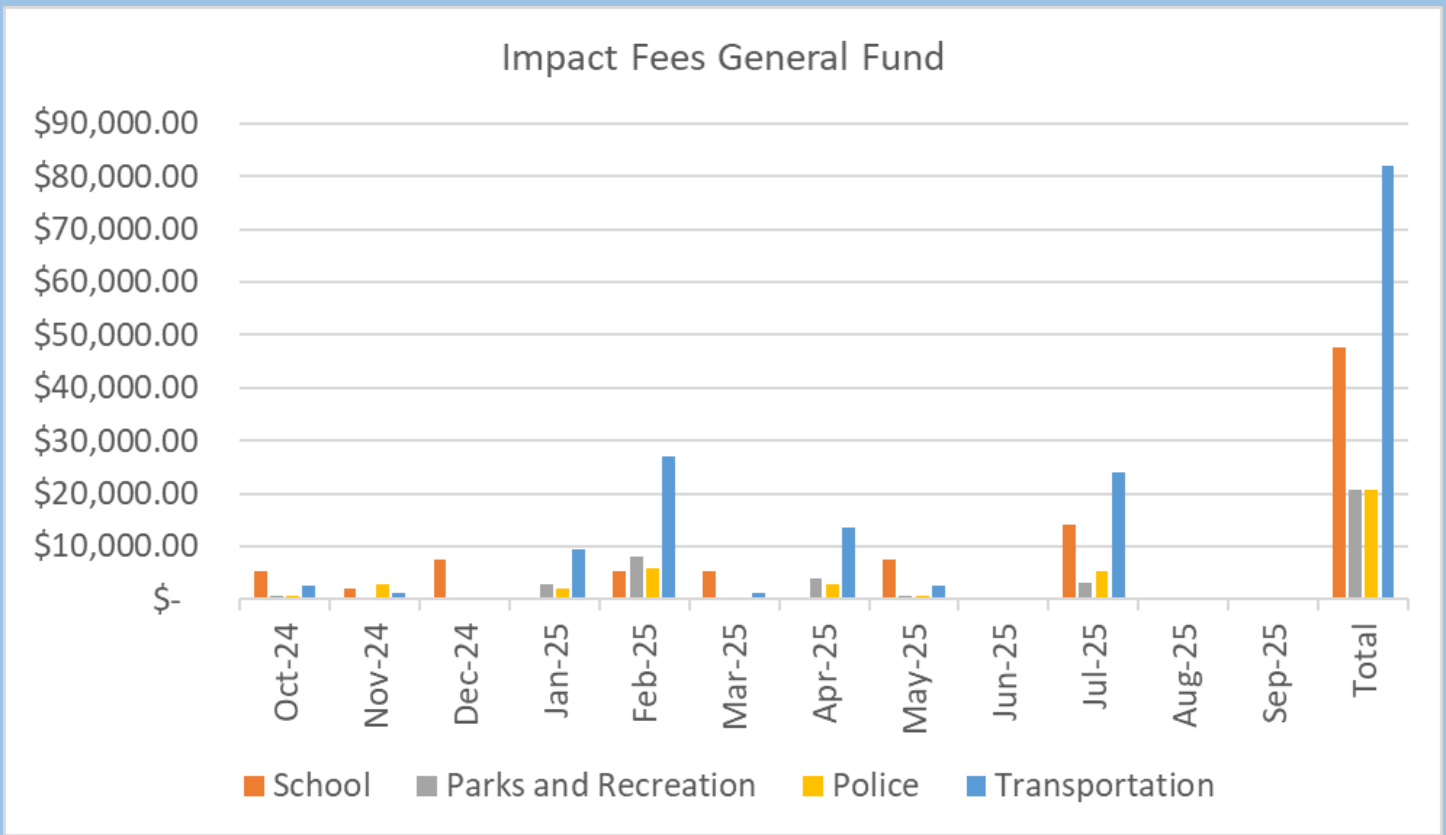
Utilities Maintenance Technician I, II, & III

Community Development






IMPACT FEES WATER/SEWER
Number of Impact Fees
Water
Sewer
1
$2,112.00
$3,073.00
1
$2,112.00
$3,073.00
$12,672.00
$18,438.00
$21,511.00
$13,073.28
$55,314.00
$4,224.00
$6,146.00
$19,008.00
$30,730.00
$2,112.00
$3,073.00
$14,784.00
$21,511.00
2
$70,097.28
$162,869.00
OCT-24
NOV-24
DEC-24
JAN-25
FEB-25
MAR-25
APR-25
MAY-25
JUN-25
JUL-25
AUG-25
SEP-25
TOTAL


Impact Fees General Fund
$90,000.00
$80,000.00
$70,000.00
$60,000.00
$50,000.00
$40,000.00
$30,000.00
$20,000.00
$10,000.00
$-
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
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Jul-25
Aug-25
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Total
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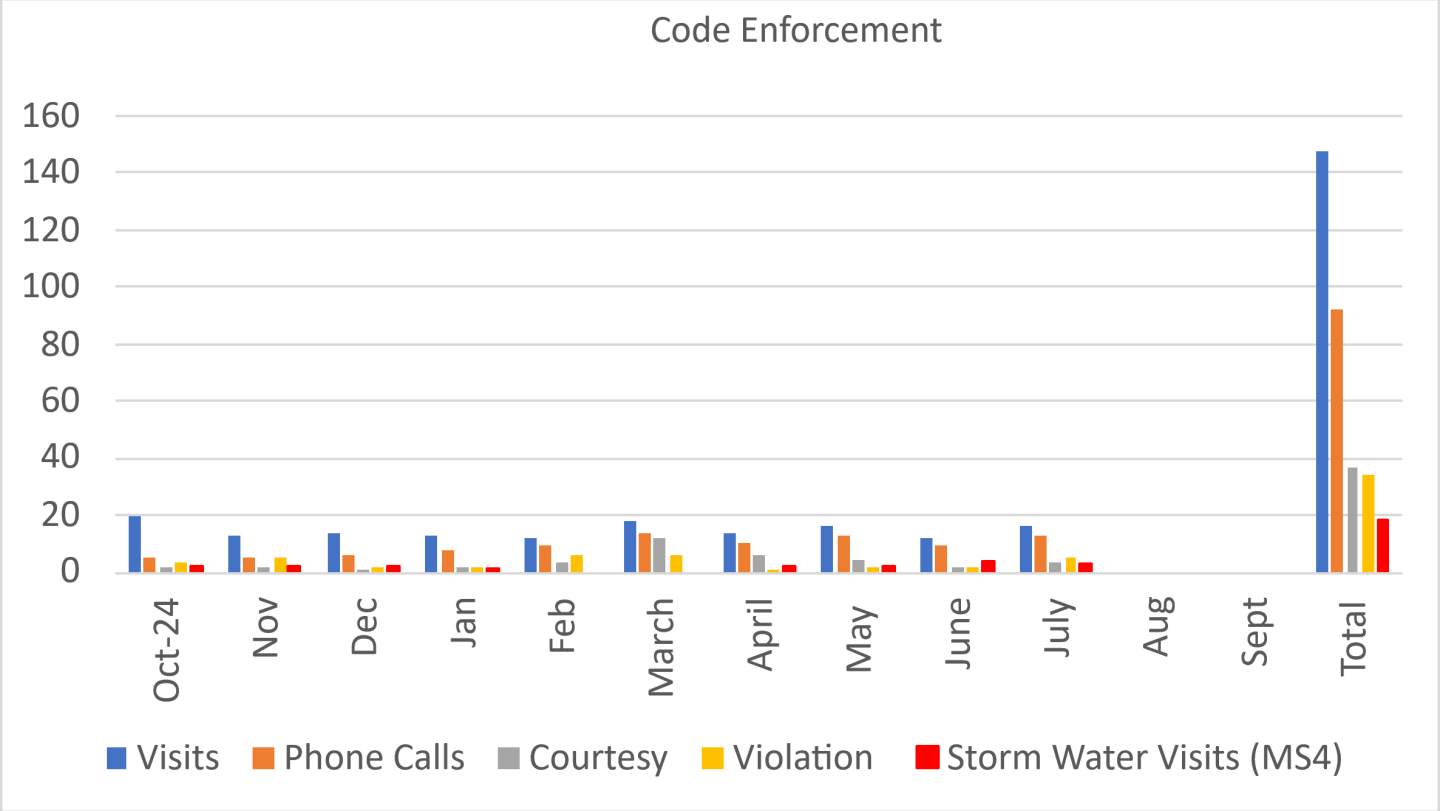
Parks and Recreation
Police
Transportation



Capacities Water Treatment Plant (WTP) & Wastewater Treatment Plant (WWTP)

- Capacity for the WWTP for July 2025 was 92% with a total of 9.27" of rainfall. Total influent flow for the month was 17.069MG, with a Daily Average flow of 0.551MGD. The maximum daily flow was 0.909MGD.
- Total Reclaim Flow July 2025= 8.459MG with Daily Average flow of 0.273MGD.
- The WTP produced 13.900MG of drinking water, with a daily production average of 0.450MGD in July 2025. Maximum daily flow was 0.587MGD
- Billed meters July 2025- 2322

Business Tax Receipts (BTRs)

FY 25/26 renewal season is under way; notices will be mailed out before July 1, 2025.

If you have questions about BTRs or the BTR process, please contact the BTR Clerk at 386-263-8981 or bgunnells@bunnellcity.us.

Businesses should pay their BTR Renewal fees by **September 30, 2025** to avoid paying penalties and/or code enforcement action. Florida Statute and the City's Code of Ordinance require penalties be added to a BTR renewal if not paid by **September 30th**. The required penalties are as follows: 10% October 1st; 15% November 1st; 20% December 1st; and 25% January 1st.

The City does not have the authority to waive penalties.
Penalties start October 1, 2025

In the month of July the City collected $26,108.85 in BTR and Fire Inspection fees; this includes the fees for newly issued local business tax receipts and FY25/26 local business tax receipt renewals.

July	NUMBER
Total Registered Local (In the City) Businesses	982
Total Registered Out of the City Businesses	642
New BTRs issued in July	9

Police Development

July 2025

	This Month	Same Month Last Year	Year to Date
Residential Burglaries	0	1	**2**
Vehicle Burglaries	0	1	**4**
Business Burglaries	0	0	**3**
Auto Thefts / Recovered	0 / 0	1 / 1	**3 / 5**
Traffic Crashes	12	19	**108**
Traffic Stops	336	460	**2,945**
- Citations	72	104	**650**
- Written Warnings	86	252	**621**
Warrants Attempted / Served	11 / 7	11 / 8	**60 / 25**
Reports Written	118	192	**828**
Arrests	13	22	**111**
- Felony	6	11	**46**
- Misdemeanor	7	11	**65**
Criminal Charges Filed	30	36	**217**
- Felony	10	14	**96**
- Misdemeanor	20	22	**121**
Public Records Requests	68	36	**350**
Security Checks	1,469	1,568	**12,081**
Walk & Talk	89	103	**706**
Community Policing	181	145	**1,521**

SPECIAL EVENTS

Lt. Groth attended the EOC planning meeting.

Chief Brannon, Lt. Groth, and PSO Lampiasi attended the 2025 Veteran's Day planning meeting.

COMMUNITY ENGAGEMENT

Chief Brannon attended the Flagler Beach 4th of July Parade.