

Comments on the Westward Expansion Master Planned Development Agreement

Summary of Major Themes

From a planning perspective, the primary issues are:

1. **Insufficient environmental protection and unclear preservation standards**
2. **Potential conflicts with the Land Development Code**
3. **Unclear entitlement accounting and possible double counting**
4. **Reduced City oversight and review authority**
5. **Inconsistent or weakened development standards (buffers, landscaping, infrastructure)**
6. **Significant need for clarification and cleanup of agreement language**
7. **Infrastructure funding need clarification.** If sources of funding come from tax increment financing and impact fees, then it may not be adequate because the basis is proportionate share which if assess in phases then the mitigation may not be sufficient to provide the necessary infrastructure.
8. **Impacts on existing infrastructure are not addressed.** Nothing in the MPD and DA improvements to existing infrastructure especially on roads. The only entry/exit point to the westward expansion is Matanzas Woods Pkwy for at least the first 2 phases and then Palm Coast Pkwy. The Regional Roadway Network will not have roads in place until much later in the development such as the east/west 2 connectors, north/south connector 2209.

Highlights of Staff Comments

1. Need more city oversight (review) on development applications.
2. More coordination with extra jurisdictional agencies regarding the conditions in the Development Agreement (Flagler County, Bunnell, FCSO, Flagler County Fire).
3. Environmental Protection – more wetland protection (agreement proposes reduced buffers, landscaping requirements, and permit uses in overlay areas).
4. Additional maintenance of facilities (fire stations, rights-of-way, roadways, landscape areas, parks, etc.)
5. Utility agreements are not timed with MPD agreement.
6. Schools – School mitigation is not clear at this time (there is no mitigation agreement).

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7. No information on impacts to existing infrastructure (roadways, treatment plants).
8. Agreement language implies that MPD supersedes, Charter, Comprehensive Plan, and Code of Ordinances.
9. Wording regarding establishment of Base Flood Elevations may negatively impact the City's Community Rating System.
10. Development Agreement indicates package plants may be permitted.
11. Landscaping and buffering requirements does not consider entire purpose of buffers, landscape islands (it's not just for aesthetics).
12. Concern with City's lack of oversight on design and development of stormwater system.
13. Agreements permit various uses within buffer areas.
14. Balancing development/timing of residential and non-residential development.

Areas of Major Concerns

1. Regulatory Framework & Consistency (LDC Alignment)

Key Concern: Agreement may conflict with or bypass existing land development regulations.

- Consider adding default provision that the Land Development Code (LDC) governs when MPD is silent.
- Several provisions appear inconsistent with existing code requirements.
- Questions about whether standards meet current requirements for:
 - Landscaping
 - Buffers
 - Tree protection
- Conflicting buffer standards (e.g., 50 ft vs. 25 ft averages).
- Reduced standards compared to current regulations (e.g., islands, landscaping).
- Some provisions may exceed or undercut adopted standards without justification.

2. Entitlements, Density & Credits

Key Concern: Potential for "double dipping" and unclear entitlement accounting.

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- Questions regarding:
 - Impact fee credits vs. obligations
 - Land donation credits
 - Whether amenities or conservation areas count toward entitlements
 - Multiple instances of potential “double counting” (credits + no fees).
 - Clarification needed on:
 - Whether certain infrastructure (e.g., stations) counts toward entitlement
 - Overall project percentage allocations (e.g., 50%)
 - Concern that agreement allows retention of full entitlements with hamlets
 - Question whether land value increases are appropriately addressed with rezoning/designation.
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3. Site Planning, Design & Infrastructure

Key Concern: Missing or unclear development standards and review processes.

- No preliminary plat identified.
 - Greenway plan timing unclear (e.g., tied to first technical site plan?).
 - Lack of clarity on:
 - Residential applicability vs. non-residential technical site plans
 - Questions about:
 - Dirt roads / unpaved access roads being allowed
 - Whether these should count toward requirements of greenway overlay zone
 - Potential conflicts in infrastructure timing with CIP (e.g., 180 days after road construction).
 - Unclear obligations for funding and constructing required improvements.
 - Utility/infrastructure placement may conflict with environmental protections.
 - Questions about feasibility of certain requirements.
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4. Landscaping, Buffers & Tree Requirements

Key Concern: Reduced or unclear landscaping standards.

- No shrub requirements identified.
 - Tree planting standards may not meet current requirements.
 - Master tree density and tree bank approach needs clarification.
 - Buffer concerns:
 - Missing buffers between incompatible uses
 - Reduced buffer widths (e.g., 10 ft concern)
 - Conflicts in spacing standards (e.g., 50 ft vs. 75 ft).
 - Landscaping reductions tied to pervious pavement allowances.
 - Questions whether requirements adequately address impacted areas.
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5. Governance, Review Authority & Process

Key Concern: Reduced City oversight and unclear review authority.

- City may not have review authority over:
 - Certain environmental determinations
 - Architectural elements
 - Off-site components
 - Lack of architectural review committee clarity.
 - Statement that some elements are “not part of the City” and not reviewed.
 - Concern that City has no role in key determinations.
 - Need for clearer entitlement documentation:
 - Signed letter of entitlement
 - Wetland delineation (UMAM)
 - Threatened and endangered species review
 - Verification required against revised MPD Master Plan.
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6. Recreation, Open Space & Public Facilities

Key Concern: Potential gaps in recreation requirements and obligations.

- Question whether development avoids:
 - Park impact fees
 - Additional recreation requirements
 - Concern over double counting of recreation/amenities by providing impact fee credits and recreation for projects.
 - Clarification needed on public facility obligations vs. credits.
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7. Clarity, Drafting & Internal Consistency

Key Concern: Numerous sections lack clarity or contain conflicting language.

- Multiple sections flagged as:
 - Unclear
 - Confusing
 - Internally inconsistent
 - Examples include:
 - Conflicting buffer standards
 - Undefined requirements
 - Timing inconsistencies
 - General need for:
 - Clear definitions
 - Consistent terminology
 - Removal of ambiguous language
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8. Miscellaneous / Additional Technical Concerns

- Allowance for off-site signage.
- Questions about text stating whether only external agency reports are required.

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- Reduced review fees questioned.
 - Timing and mutual location requirements unclear.
 - Need to clarify obligations tied to road construction and infrastructure delivery.
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Staff Comments

Comments: Environmental Planner

1. Environmental/Cultural Resource Protection & Conservation

Key Concern: Lack of clarity, enforceability, and consistency in environmental preservation standards.

- No clear definition of what areas will be conserved or preserved.
- Need explicit requirement that preserved wetlands be placed into conservation easements at site plan stage.
- Greenway overlay lacks specificity on:
 - What must be preserved
 - Allowable uses (currently inconsistent with preservation intent)
- Language may undermine or reduce upland buffers and wildlife corridors.
- Disregard for high-quality buffers.
- Concerns that infrastructure placement could:
 - Encroach into preservation areas
 - Be located under residential units
 - Disrupt wildlife movement
- No littoral planting requirements identified.
- Replanting areas lack:
 - Monitoring requirements
 - Annual reporting

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- o Defined success criteria (species recruitment)
 - Site plan materials are missing requirements for:
 - o Wetland delineation and Unified Mitigation Assessment Methodology scores
 - o Threatened and Endangered species surveys
 - Need clarification regarding coordination with wildlife agencies (e.g., FWC) and species management plan.
 - Question whether silviculture is appropriate within preserved/green space areas post-development.
 - Does not address wildlife crossings for roads.
 - Does not address the preservation of Old Brick Rd or other sites except for that they will receive park impact fees for any improvements or repairs and they will adhere to the state historic office recommendations.
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Comments: Information Technology Director

1. *(Accommodations for)* **Cell tower infrastructure.**
2. **Conduit for fiber.** Necessary for managing traffic infrastructure. Fiber to connect to City parks and facilities. Need agreement to add conduit for City fiber whenever underground utilities are being added.

Comments: Site Development Engineer

1. **Delete all of Section 4** and utilize existing City process.
2. **Section 7e(iii).** Clarify that 2 connection requirements will apply to a subdivision or portion of subdivision.
3. **Section 7e(iii).** Cross access needs to be required.
4. **Section 7e(iii).** Disagree with the following condition since in most cases the median is not wide enough to prevent both drives from being closed during a road closure. “...*the LUA may allow only one (1) external connection provided*”

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the entry is a single divided entry where each entry allows for a minimum of twenty (20) feet of horizontal clearance and safety is not compromised”

5. **Section 7e(v).** “A roundabout is not required to be depicted on any applicable technical site plan, and if a roundabout is later proposed City staff will review without the need to modify the applicable technical site plan”. Infrastructure should not be permitted for construction without an amendment to the technical site plan.
6. **Section 7e(vi).** “Roadways within the Property may be constructed with unpaved stabilized materials, including as a stabilized low impact road, at the discretion of the developer/builder”. ??? why is this here, we need to clarify when this would be allowed, if at all.”
7. **Section 7e(vii)(b).** Use the Green Book for roadway design.
8. **Section 7e(vii)(g).** “Local street lane width may be reduced to ten (10) feet by a developer/builder for certain residential and commercial local streets if adequate off-street parking is available for patrons and residents and design standards prohibit on-street parking”. Do we want to promote 20' wide roads knowing residents complain about the current street widths.
9. **Section 7g(i).** “Sign Location. No sign within the Property or associated with development of the Property shall be considered off-site. Signage may be located anywhere at the discretion of the Landowner without regard to land ownership. Signage is also allowed within the right-of-way as provided for herein”. Should signs be allowed within right-of-way.
10. **Section 7y(x).** “The pervious or unpaved surfaces allowed herein shall be sufficient to allow for emergency access and be designed with a minimum six (6) inch compacted crush-crete or approved equivalent twelve (12) inch compacted subgrade with a minimum L.B.R. forty (40)”. Suggest that surface is able to support 75,000 lb. emergency vehicle.
11. **Section 11 Stormwater.** (c). “Stormwater pond banks may be located directly adjacent to jurisdictional wetlands and are therefore considered part of the upland buffer when the retention area is designed to discharge to those wetlands, and subject to permitting by the SJRWMD. Banks located adjacent to the wetlands shall be planted and shall become part of the upland buffer system after such planting except that exotic or non-native plants are prohibited. Stormwater ponds may be located within any upland buffer, building setback and/or other buffer or setback applicable to the Property or portion thereof provided the pond is allowed per any applicable SJRWMD permit”. As written, this will eliminate the natural vegetative upland buffer adjacent to most ponds.
12. **Section 18(b) Development Fees.** Why would City reduce any application fees.
13. **Roadway Cross-Sections.** Main Blvd. Roadway B. Potential Fire/Rescue issue with less than 12' roadway. Issue with radius of cul-de-sac.

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1. Language relating to waiving impact fees for Flagler County emergency medical services and Flagler County Sheriff in exchange with a land exchange with the City of Palm Coast. (This implies that Flagler County and FCSO needs to be ok with waiving impact fees in exchange for land contribution to City).
2. Language specifying a partnership with Flagler County Sheriff, instead of the City's law enforcement partner at the time of construction. (FCSO may not be the City's law enforcement provider when the MPD gets implemented).

Comments: Public Works Department

1. Roads dedicated to City or FDOT will be under maintenance responsibility of the City and will add to maintenance responsibility of Public Works Dept.
2. Internal roadways in new developments within the City are responsibility of a CDD and/or HOA. See comment #1 regarding impact on Public Works Dept.
3. **Section 7e(vi).** Roadways with unpaved stabilized material shall not be maintained by the City.
4. **Section 7e(vii)e.** *... the roadway rights-of-way (or portion thereof) within the Property. Any such streetscape elements will be owned and maintained by an Entity or the appropriate governmental maintaining agency ...*
Recommend tightening of language on who maintains...if placed in a ROW where city would maintain the City should dictate design OR *recommend...if placed by entity in ROW, they maintain in perpetuity". (This indicates that the maintaining agency should ok the final design).
5. **Section 7h(v).** *If in violation of these provisions, ... there are public health, safety or welfare issues warranting removal, the agency shall advise the Landowner or Entity (as applicable) to remove all or any portion thereof...*
Recommend adding that we can also require removal of any improvement that hinders required city maintenance or access requirements.
6. **Section 7(o). Solid Waste.** Recommended amendment to language: Solid waste collection services shall be provided by the City in accordance with its exclusive residential solid waste collection contract, as may be amended from time to time. City-provided services shall be limited to residential dwelling units and waste streams consistent with the terms, conditions, service levels, and limitations established in said contract, including but not limited to acceptable materials, collection methods, and service frequency. Solid waste services for nonresidential establishments and facilities shall be the responsibility of the property owner and may be provided by private contractors.
7. **Section 14(b). Transportation/Mobility.** Need to better define who will maintain after construction.

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8. **Section 14(c).** *“The City shall post appropriate signage to indicate the operation of golf carts are allowed in the areas approved by the City Engineer and the cost of such signage shall be the responsibility of the Landowner”.* City should not be responsible for posting these signs.

Comments: Utilities

1. (Paraphrased from e-mail) - The approach discussed by the team the last several months is that Water/Sewer/Reuse Utilities were not going to be in this edition of the documents (the MPD agreement), and that there would be an separate Utility Agreement ~6 months in the future. Especially since there has limited information discussed by the Developer on Water/Wastewater/Sewer Utilities, and no maps, flow projections, conceptual layouts, site plans concepts provided by the Developer for the COPC to obtain.
2. Utility Dept. proposes the following amendments:

SECTION 7. (m). Water/Sewer/Reuse Utilities. The City will provide potable water, sewer and reuse water service to the Property, subject to entering into one (1) or more written agreements with the Landowner or other applicable party (“Utility Agreement”). The Utility Agreement will address the provision of potable water, sewer and reuse water to the Property, including without limitation, contributions-in-aid-of-construction, payment of construction fees, and landowner contributed conveyance of the following: pump station sites, well sites that equal 1 ½ times the water capacity needed for the development, minimum of one water treatment site(20 acre upland minimum), one wastewater plant site(30 acre upland minimum) and other ancillary sites(100 acre upland effluent disposal site and a potential concentrate disposal site) within the Property. Any Utility Agreement for the Property (or portion thereof) that the Landowner is not a party must contain a written consent by Landowner prior to the City and applicable parties entering into said agreement.(how would this work, property rights of landowner, Marcus review) All uses and infrastructure, including but not limited to, electric substations, transformers, water and sewer pump stations, well heads, treatment plants, etc., required for potable water, sewer and reuse water utilities within the Property or by the project utility provider are allowable by right within the Property and any Sub-Area. The location of such uses and infrastructure will be provided at the time the portion of the Property needing such use and infrastructure is subject to a technical site plan as determined by the city utility. Utility infrastructure may be constructed in phases and sized to serve future phases. Notwithstanding anything herein to the contrary, certain

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portions of the Property, including, but not limited to, the Greenway Overlay, Transition Zones and Hamlets, may not be located adjacent to central water, central sewer and/or reuse service. In those instances, private owned individual use wells, individual use onsite septic tanks and drain fields would be utilized based on a minimum of one acre of developable land per acre developed.

3. Utility Dept. includes the following comments/questions:
 - Concept plans currently show a portion of Otis Stone Hunter Road being eliminated, if this plan is fulfilled the utility will need an easement to address the ability to interconnect pipeline facilities in the southern portion of the property out to US#1.
 - Some of the existing well sites provided in the document are not within the property area being considered for development. Remove the well sites described that are outside the development area?
 - The phasing plan provided in the document speaks to three ten-year phases, but Raydient has expressed to the utility staff that it is expected to be three fifteen-year phases. Please clarify.

Comments: Flagler County School District

1. Based on the District's preliminary review, the Westward Expansion is anticipated to generate approximately 4,383 students over its phased proposed buildout, including approximately 1,748 elementary students, 1,011 middle school students, and 1,624 high school students. This preliminary estimate does not include age-restricted housing among the dwelling units evaluated. While this is an early planning-level estimate, it underscores the importance of addressing school mitigation and school-site questions clearly at the front end of the MPD process.
2. From the School District's standpoint, the main issue is less about whether schools may be accommodated within the project and more about how prior school-related mitigation commitments are intended to be handled under this new MPD structure. The current agreement includes a conceptual school site on the Public Facilities Map and a broad future public facility mitigation framework, but it does not appear to carry forward in the body of the MPD the same level of school-site detail reflected in the earlier DRI-era materials. The Public Facilities Map also notes that civic sites, including the school site shown there, are conceptual and may change by agreement between the developer and the City without requiring a change to the MPD.
3. By way of background, the District's records for Old Brick Township include a recorded school concurrency proportionate share mitigation agreement that

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addressed mitigation for 4,000 non-age-restricted residential units and included, among other things, conveyance of a school site not to exceed 40 acres, together with related site obligations such as wetland mitigation, stormwater/site work, offsite utilities, and roadway improvements. The Old Brick mitigation exhibit also quantified the total proportionate share mitigation amount and treated the school site and related improvements as a defined part of that package.

4. The District's Neoga Lakes materials likewise contemplated a project-specific school mitigation structure, including a proposed 102-acre combined K-8 and high school site, subject to District approval of the selected location. Those materials also reflected a defined school impact and mitigation analysis tied to the project.

Flagler Schools respectfully requests clarification on the following items before or concurrent with further action on the MPD:

- a. Whether the proposed MPD is intended to terminate, supersede, preserve, or otherwise affect any prior school concurrency, school-site, or proportionate share mitigation agreements associated with Old Brick Township and Neoga Lakes.
- b. Whether the conceptual school site shown in the MPD is intended to replace or account for any prior DRI-era school-site commitments, and if so, the intended acreage, general location, and service assumptions.
- c. Whether any future school-site conveyance would be made directly to the School Board, and what site-readiness obligations, if any, would apply, including wetlands, stormwater, utilities, access, and roadway improvements.
- d. Whether a separate recorded school mitigation agreement is anticipated to address phasing, reservation of school capacity, mitigation timing, and any future land-use conversions that may affect student generation.
- e. Given the size of the residential program proposed and the District's preliminary student generation estimate, we believe it would be helpful for these issues to be addressed more directly so that the responsibilities of the applicant, the City, and the School District are clear from the outset. That would help avoid confusion later, particularly as the project moves from the conceptual level into phased implementation.

Comments: Senior Planner

1. **Section 4** as a whole significantly removes public agency and creates significantly difference processes which will likely substantially increase labor hours for the additional processes.

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2. Section 4(c)ii.

- a. How do we evaluate distribution of a project's impacts on our road network? With the Loop Road, all traffic is going to pour out onto Matanzas Woods Pkwy, US-1, or PCP. The developments in this project is going to cause our road network to fail.
 - b. They don't want to have architectural plans, how do we see what the development will look like? How will the Council or the public?
 - c. They don't want any public hearings at all. No Neighborhood Meeting, they want to operate without involving the public in any way.
 - d. If this project does not want City staff, City Council, or Residents of Palm Coast know what they are building, perhaps this project is better incorporating as its own jurisdiction and removing us from the process?
3. **Section 4(e).** Staff objects to this. This removes public agency entirely and sets up approvals in a backroom outside of the sunshine. From an ethical standpoint this seems the reverse of the direction that the City should be moving.
 4. **Section 4(i).** This project should have a City architectural review, ideally West Palm Coast should look similar to Palm Coast.
 5. **Section 5(a)(i)a. Greenway Overlay.** How much of this is going to be conservation lands? Are they actually going to protect lands within the FWC?
 6. **Table 2, Permitted Uses.** Question of Fire Rescue being able to respond to Floating Restaurants or Overwater Restaurants. Delete from table, the uses that are not permitted anywhere (e.g. Electronic Game Promotions). Check on conflict between Microbreweries and Alcoholic Beverages Production, & On or Off site sales including with outside seating. Why are ADUs allowed in Employment Centers when Single-family is not. Tie Home Occupations to F.S. 559.955.
 7. **Section 6(a).** An MPD takes the place of a zoning district and its development agreement can modify requirements of the LDC. It cannot supersede things like the Charter, Comp Plan, Code of Ordinances.
 8. **Section 6(b).** By practice an MPD DA is an agreement between the City and the Developer. A variance cannot waive requirements of the COO. Normally lands within an MPD do not get variances, they ask for any deviations to the LDC upfront through the DA and then if they need a change they apply for an Amendment to the DA.
 9. **Section 7(a)ii.** This appears that they want full density credit for wetlands rather than a 0.25% wetland credit without need to preserving wetlands in conservation lands. Instead of the practice found in LDC Sec 3.05.
 10. **Section 7(c) Floodplain.** Not requiring the establishment of the BFE could impact the entire City's Flood Insurance Rate Discount offered by participation in the NFIP program.

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11. Section 7(f)(iv)d. By not requiring perimeter buffers internal to the Property that will definitely have an aesthetic impact showing a difference between units here and in Palm Coast.

12. Table 5 Lot and Site Development Standards.

- a. Single-Family Detached. Front setback from a road of 0'? All of these setbacks throughout Table 5 need to be adjusted.
 - b. **Cottages, Tiny Homes.** What's the setback to the road? Where is someone supposed to park their vehicle(s)?
 - c. **Single Family Attached, Alleys.** I don't find 3' wide enough for emergency services to fight a fire or adequately egress someone without standing in the alley. We require sidewalks to be at least 5' in width for Federal ADA purposes. Does 3' give them enough room to open a commercial door without entering the alley?
 - d. **Minimum Non-residential Setback.** What's 20% of Zero? The setbacks through the whole table are a danger to the public.
 - e. **Table 5 Footnotes.** *Minimum lot size requirement for well and septic must be one (1) acre notwithstanding LDC Section 9.07.05(B)(4).* So does this mean that any project over an acre can build well & septic? Even commercial, suburban, in their core?
 - f. **Table 5 Footnotes.** *Unusually tall structures (i.e. observation towers, silos, zipline towers, steeples, clock towers, etc.) are exempt from height restrictions subject to Florida Building Code, FAA restrictions, etc.* This document cannot exempt anything from Florida Building Code or Federal Aviation Administration requirements.
 - g. **Table 5 Footnotes.** *There is no minimum distance between multi-family buildings.* The intent of distance separation between multi-family buildings is for fire separation and potential emergency egress of residents in the event of a fire. This provision directly impacts public safety and poses a danger to the public.
 - h. **Table 5 Footnotes.** *Flag lots are permitted.* Flag lots present a potential public safety issue regarding visibility of a lot. That's why the City doesn't allow them.
 - i. **Table 5 Footnotes.** *For townhome residential uses there is no minimum or maximum number of attached units per building.* No minimum? What if I have 1 unit? Is it a SFR or a townhouse? What about 2 units is it a duplex or a townhouse? On the other end when you have building lengths that run on and on and on, it presents issues for our fire fighters to run a hose and adequately reach the entire building.
- 13. Section 7(w) Fill.** This seems like it could cause issue. Imagine taking enough fill to raise a single house 9 feet above the existing grade of its neighbor? Far fetched, but this would allow something like that.

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- 14. Section 7(y)(ii)** Minimum parking requirements are allowed to be met with any combination of off-street parking, central parking lots, parking structures, shared parking and *other areas not located on the site the parking serves*. What does the words in italics mean.
- 15. Section 7(y)(xiv).** *Loading spaces are permitted within off-street parking spaces used to satisfy minimum parking requirements. Loading spaces are permitted to be located on adjacent parcels or lots provided an easement is provided.* Why would a loading space required for a project like a grocery store or a big box be allowed to be located on an adjacent parcel?
- 16. Table 8 Land Use and Phasing.** The City does not need more Residential coming online before we add more Industrial lands. The Council has expressly sought to diversify the tax base to more non-residential users.
- 17. Section 10(a).** This will tie up the tax dollars generated by this whole project for at least 30 years? What about off-site traffic improvements caused by the increased distribution of this project? What cost to the City of Palm Coast are we looking at here?
- 18. Section 14(d)(e)(f).** This is a unique opportunity as its a blank map, if they want low speed vehicles, they can design specified lanes of traffic for them, but comingling LSV, autonomous vehicles, hi-speed vehicles, and E-Bikes seems like a public safety nightmare.
- 19. Section 16(b)(iii).** Regarding Section 16. No need to try to re-invent the wheel. We have processes in-place already with applicable timeframes based on state statute requirements. Creating their own performance standards for review is likely to cost a significant amount of labor hours on the City and tax payers.
- 20. Section 18(b).** Application fees need to be uniform and not play favorites as I can only imagine the amount of lawsuits this would expose the City to.
- 21. Section 20. Impact Fees.** This section seems to significantly disadvantage the City. They want credits based on the potential highest and best use of the land, but in Section 19 above they want to be taxed on the lowest potential use.
- 22. Section 22.** The City is not waiving its Home Rule Powers. Once again it seems that this project based on their asks would be better served incorporating as their own city.

Comments: Landscape Architect

1. Page 45 e- streetscape guidelines ii – street trees and light poles may be 2 feet from non-mountable curb [EXCEPT IF THERE IS ON-STREET PERPENDICULAR PARKING OR ANGLED HEAD-ON PARKING]
2. Page 47 (f) ii a.- It is unclear whether pine trees are relevant to mitigation or not- [NEEDS CLARIFICATION]

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3. Page 49, d ii – [REGISTERED LANDSCAPE ARCHITECTS SHALL ALSO BE QUALIFIED TO PERFORM TREE SURVEYS]
4. Pages 49-50 Tree mitigation may be banked and applied to future development parcels ? [UNCLEAR – IS THIS PERTAINING TO LOTS CREATED AS PART OF SUBDIVISIONS? IF SO, IT NEEDS TO BE EXPLAINED]
5. Page 51 (iv) – LANDSCAPE AND BUFFERING REQUIREMENTS [REMOVE BUFFERING/CHANGE TO BUFFER]
6. Page 53 – iii [add WIDE after (45) feet]
7. Page 54 – a seven-gallon tree is very small, probably 1” caliper. These will take many, many years to grow into impactful buffers.[INCREASE TO 2-2.5” CALIPER TREE SIZE] [ONE-GALLON SHRUBS ARE ALSO VERY SMALL AND SHOULD BE INCREASED TO 18-24” HT. IN A THREE GALLON POT]

Comments: Urban Forrester

1. Section 7(f)(ii)a. DEVELOPMENT STANDARDS (pg. 47)

For the Purposes of the Property, pine species (Pinus sp.) shall be considered non-protected trees and exempt from all survey/county/inventory, tree protection/preservation.....

- a. Comment: LDC Sec. 11.02. Tree Preservation, Protection, and Replacement.
 - 11.02.01 C. Specimen trees, which are any protected trees with a trunk of 24 inches or greater diameter except of sand pines; however, the following species are considered specimen trees when they reach one of the following.
 - Per 11.02.01 Protected trees defined. All trees that meet the following criteria are protected, with the exception of invasive species (see Section 11.02.05.C.1) and/or species not suited to this area per the United States Department of Agriculture hardiness list.
 - Per the above language (Pinus sp.) are considered protected trees the only exception is sand pines, Pinus clausa.

2. Section 7(f)(ii)d. Submitting a tree inventory in lieu of a tree survey

- a. Comment: LDC Sec.11.02.02 Tree Survey requirements.
 - i. Protected, specimen, and historic trees for MFR/COMM and IND developments.
 - The tree survey shall show all protected trees six inches in diameter and greater from the property lines to five feet past the required buffer area width, except as provided in Section 11.02.02.D. Protected trees

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within any adjacent ROW extending to the nearest street pavement shall be included in the survey.

- Per the above language a tree survey is required for MFR/COMM and IND developments. A tree inventory will be provided by and ISA certified arborist or a surveyor field visit and consist of a listing of protected trees to be removed including size and species but not location

Comment:

Location will need to be shown to determine if the tree impacts a proposed structure. A tree survey requires location. Again, a tree survey is required per the LDC.

(f) All pine (Pinus sp.) trees planted as part of an approved landscape plan for residential or nonresidential development within the Property or portion thereof will become protected and can be used to meet the minimum tree requirements.

Comment:

Stated in (ii) a. Pine species shall be considered non-protected and exempt from all protection. According to this previous statement, why are they counting them towards the minimum tree requirements, in the above statement?

3. Section 7(f)(iv) Landscaping and Buffering Requirements. Street Trees. (pg. 51)

Notwithstanding anything here to the contrary, street trees may be clustered and are not required to be evenly spaced, providing the overall planting ratio is met.

Comment:

Street trees are not just to produce a “street canopy” decorative effect. They serve several functions when planted in a linear evenly spaced pattern. They create uniformed shade along the sidewalk and reduce the urban heat effect. They provide traffic calming, and a regular rhythm of trees make streets look intentional and well-designed.

The key is to pick an appropriate species for the planting area. Specific arboricultural practices may need to be incorporated to achieve a street scape and maintain the health of the trees. Such systems like Silva Cells frames will hold up pavement while leaving uncompacted soil underneath allowing roots to grow without impacts to the infrastructure.

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4. Single Family, and Attached Single Family (Duplex, Townhomes) (Pg. 53)

On single family and attached single family lots sized forty-five (45) feet or greater a minimum of one (1) shade tree shall be provided.

Comment:

Per the code: 1 tree per 2,500 sq. feet. These locations may require more than one tree per this calculation.

5. Section 7(f)(iv)c. Parking Island Placement (pg. 53)

For all other uses, parking rows may contain up to twenty (20) consecutive parking spaces without a landscape island, provided that overall internal landscaping equal to a minimum of five percent (5%) of vehicular use area is provided.

11.03.04 Parking lot landscaping requirements

2. Placement of landscape islands.

a. No more than five consecutive parallel parking spaces may be constructed without separation by a vehicular use area landscape island, and no more than ten consecutive parking spaces may be constructed without separation by a landscape island, except as specified below:

(1) Where shade trees are planted at a minimum of 50 feet on-center the length of a center island located between two rows of parking spaces ("median island"), the median island shall have a minimum planting width of eight feet. If understory trees or a cluster of three palm trees are planted instead, the median island shall have a minimum width of five feet with the understory trees or clusters of three palms spaced a minimum of 30 feet on-center.

(2) Where a minimum of an additional five feet of buffer width is provided, in addition to any required perimeter buffer width, along the outside edge of the parking lot adjacent to the parking spaces, with shade trees planted at a minimum of 50 feet on-center.

b. If stabilized grass parking is approved, the parking spaces shall be delineated with parking stops and the required vehicular use area islands shall be provided.

c. All parking rows ending adjacent to drive or parking aisles shall be terminated by a landscape island ("terminal island") that is at least five feet in width.

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Comment:

Per the LDC no more than 10 consecutive parking spaces may be constructed without separation by a landscape island. This is Florida, having more than 10 spaces without some shade will create extreme heat conditions, both on the pavement and in the surrounding area. This is a classic example of the urban heat island effect.

6. g. Upland Buffer Planting. (Pg. 55)

Trees: (1) 7-gallon tree for every two thousand (2,000) square feet impacted.

Comment:

7-gallon trees are extremely small compared to the trees being removed and would not offset the negative ecological impacts caused by the removal of existing buffer trees. A larger contain size needs to be implemented.

Comments: Stormwater

1. c. All parking rows ending adjacent to drive or parking aisles shall be terminated by a landscape island ("terminal island") that is at least five feet in width. **Section 4b(ii)**. Boundary Survey should always be required.
2. **Section 7(b)**. Pond banks shall not be located in the upland buffer.
3. **Section 7(c)**. This section should be deleted and reworded that the development shall follow the Land Development Code.
4. **Section 7(f)(ii)g**. Stormwater ponds design should continue to follow LDC and SJRWMD rules.
5. **Section 7(w)**. Fill. This section should be reworded. "May be used anywhere" as stated in current version of the MPD is extremely general. There are some areas where it (fill) cannot be allowed, such as conservation areas, natural buffers, SFHAs, etc.
6. **Section 11(a)**. Revise this section so that all Stormwater Management Systems meet all local/state/federal agencies requirements (SJRWMD, COPC, ACOE, FDEP, etc.) as applicable.
7. **Section 11(b)**. Add City of Palm Coast as an approving agency for alternative Stormwater Management Systems.
8. **Section 11(c)**. Reword this section. Wetland Buffers are intended to be natural. Allowing the banks of a proposed pond within said buffers will alter this. (Similar to previous comment, pond banks should not be in the wetland buffers).
9. **Section 11(d)**. *As to any City owned lands within the Property, the City may connect to an offsite stormwater management system(s) for discharge or outfall purposes from the City owned lands (consistent with SJRWMD design*

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standards), but in no event is the Landowner required to create offsite retention and/or detention for such City owned lands. This states that any land donated to the city for any public purpose needs to pull their own SJRWMD permit and include the ponds. Should Fire, Parks and Rec, Utilities, Stormwater, receive any land, they will need to make sure sufficient area is provided to incorporate its own stormwater system. Is City ok with this?

- 10. Section 11(f).** *Given the location of the Property which is generally distinct and apart from the City's current stormwater management utility and stormwater management facilities and systems and that development of the Property is proposed to include a master stormwater management system(s) that will be constructed and maintained by one (1) or more Entity(ies), the City and the City's Director of Engineering and Stormwater have determined that a waiver for the development of the Property is granted such that the development within the Property is exempt from the City's stormwater management utility and associated fees, service charges, and other similar costs and provisions in Chapter 24, Article III, of the Code of Ordinances and any other similar City regulations.* It is too early to concede this. At a minimum, a master stormwater plan will be needed to ensure the western development includes an adequate stormwater system that won't impact downstream areas. For instance, if existing wetlands get classified as a de facto stormwater storage/conveyance who is responsible for maintenance when it silts up or hurricanes drop trees blocking the conveyance? Typically, developers will slap a conservation easement on these areas which will negate any possible maintenance in the future. Someone must be responsible for future drainage repairs/maintenance. There will also be large culverts under city owned roads which will convey stormwater from the "natural areas which will convey stormwater" These culverts are part of the conveyance system which the city needs to maintain and the future development will utilize.
- 11. Section 11(g)x.** Proposed amendment. Provide a stormwater ~~protection~~ pollution prevention plan (SWPPP) unique to the subject area;
- 12. Section 11(g)xii.** This section includes the term "immediately". This term is ambiguous and the requirement should just follow the process in the LDC.
- 13. Section 11(h).** Rewrite the following sentence: *"Early Clearing/Grading Permits shall expire unless construction has commenced within any portion of the Property subject to the applicable permit within three (3) years of permit approval"*. 3 years should be changed to **"One (1) year with up to two additional year extensions"**.
- 14. Section 12(f).** This section proposes impact fee credits for improvements along Old Brick Rd. Why would City give credit for something we have no control over (i.e. Old Brick Rd.)
- 15. Comments regarding the road cross-sections:**

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- The looped should be designed in coordination with our Traffic Engineering staff. I was under the impression that this was to be a curb and gutter section.
- The proposed local roads should meet current LDC requirements.
- The cul de sacs need to be enlarged to meet fire code.
- The 22' wide alleyways could serve a purpose but it needs to be well defined and limited.
- The local roads with onstreet parking should provide for 10' wide parallel parking aisles... not 8'.
- 40' ROWs should not be allowed... it will be a nightmare for utilities. Typical section should be 50' ROWs with 10' utility easements on both sides.
- We should be asking for curb and gutters on all roads to be consistent with our current policy of new developments.

Comments: Traffic Engineer

1. Section 8: The developer needs to update the TIA methodology to incorporate the phasing in the MPD.
2. General Comment: Improvements to the roadway network outside of the development need to be identified and included in the MPD.
3. General Comment: Will site access within the development be determined by the developer or the City?
4. Section 14: If Golf Carts will be allowed, the developer needs to specify the roadway/trail/sidewalk network that will allow for the safe and efficient movement of these vehicles.