1. Call to Order
2. Pledge to the Flag and Moment of Silence
3. Welcome: Flagler County Board Chair
4. Discussion Regarding the De-annexation and an Interlocal Agreement with the City of Palm Coast for Airport Property on Seminole Woods Blvd
5. Bunnell Fire Services Discussion
6. Public Comment
7. Adjournment

While this is a workshop only and no decisions are expected to be made by any of the governmental bodies, if a person decides to appeal any matter that may be discussed for a future proceeding, a record of the workshop may be needed and, for such purposes, the person may need to ensure that a verbatim record of the workshop is made.
Flagler County
Board of County Commissioners
Special Meeting
Monday, August 21, 2017 Following Workshop
Emergency Operations Center, Building 3, 1769 E. Moody Blvd., Bunnell, FL 32110

Special Meeting Agenda

1. Call to Order
2. Public Comment
3. Request the Board take actions as deemed necessary regarding issues discussed at the workshop this date.
4. Adjournment

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he 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 to be based.
SUBJECT: Consideration of a Petition to the City of Palm Coast for Contraction (De-annexation) Interlocal Agreement.

DATE OF MEETING: August 21, 2017

OVERVIEW/SUMMARY: Staff is bringing forward an update regarding the Petition to the City of Palm Coast for Contraction (De-annexation) and the interlocal agreement presented by the City of Palm Coast as a condition of approval. The deannexation requested by the County is related to the County purchasing five parcels totaling approximately 115.9 acres adjacent to the Airport and west of Seminole Woods Boulevard. At a City of Palm Coast meeting held on May 2, 2017 related to Deannexation/Contraction, the City Council provided direction to their staff on drafting and providing an Interlocal Agreement acceptable to the County that contained the following provisions.

a. That the County would guarantee that the property would remain vacant.

b. If the County sells the property and private development occurs the property would revert back into the City or be subject to City regulations for development if it is ever used for vertical development.

The second interlocal agreement provided by the City contains a provision that the County would adhere to City industrial development standards should a vertical building be constructed on the property. Also, the agreement stipulates should the County sell the property to a private owner, the County would apply for and complete an annexation of the property back into the City. The second interlocal agreement was worked on with input from the County.

As you may recall, the County secured the property for Phase II of the Relocation and Extension of Runway 11-29 project using grant dollars. The property was purchased and received funding from the Federal Aviation Administration (FAA) because their strongly recommended to acquire the property which is located on the east boundary of the Airport and is associated with new runway alignment. The purchase of the property serves to protect the existing and future Runway Protection Zone (RPZ) and provide for the needed control of development in the RPZ for the existing and future Runway 11-29. Runway protection zones are a trapezoidal area off the end of the runway end that enhances the protection of people and property on the ground.

The attached Historical Summary outlines the status of the petition to the City of Palm Coast for contraction/de-annexation of five County owned parcels of land recently taken into the Flagler County Airport and currently located within the city limits.

The County's annexation request was and the is request is in keeping with what the County worked on with Florida Landmark Communities, LLC (Landmark) and the City in 2014 for the exchanged three (3) parcels of land totaling 44.3 acres adjacent to the airport for one (1) parcel of airport property totaling 3.038 acres on the south side of S.R. 100. The One (1) parcel located
on SR 100 was annexed into the City. The City of Palm Coast approved the Contraction (De-annexation) of the other two (2) parcels. The request for the Contraction (De-annexation) was submitted by Landmark as part of the approval for the land swap with the County. This request is different in that the City Council requested an interlocal agreement based on staff's recommendation. The latest version of the interlocal agreement from the City containing recommended changes from the County is acceptable to staff.

DEPT., CONTACT, PHONE: Craig Coffey, County Administrator (386) 313-4001

ATTACHMENTS:
1- Second Draft Interlocal from the City
2- Historical Summary - Petition for Contraction of Real Property from the City of Palm Coast Florida

Craig M. Coffey, County Administrator 18 August 2017
INTERLOCAL AGREEMENT FOR CONTRACTION BETWEEN
THE CITY OF PALM COAST AND FLAGLER COUNTY

This INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the CITY OF PALM COAST, a Florida municipal corporation (“City”), whose address is 160 Lake Avenue, Palm Coast, Florida 32164 and FLAGLER COUNTY, a political subdivision of the State of Florida (“County”), whose address is 1769 East Moody Boulevard, Building 2, Suite 301, Bunnell, FL 32110 (jointly, the “Parties”, effective this ____ day of ________________, 2017, the date of recording same in the Public Records of Flagler County,

WITNESSETH:

WHEREAS, the COUNTY and the CITY are authorized by Section 163.01, Florida Statutes, to enter into Interlocal agreements to cooperatively and efficiently use their powers to provide services that will advance the general health, safety and welfare of the public; and

WHEREAS, the Parties agree that development of the lands in and around the Flagler Executive Airport (an enclave within incorporated Palm Coast) require coordination and cooperation between the CITY and the COUNTY in order to ensure that economic development and diversification of the tax base is achieved, and the area develops in harmony with existing developed incorporated areas and in conformity with adopted municipal land development standards; and

WHEREAS, the COUNTY has petitioned the CITY to contract (deannex) approximately 161 acres of property of the CITY’s boundary, which property was acquired by the COUNTY in 2015 from private owners.

NOW, THEREFORE, the Parties hereto, for and in consideration of the premises and mutual covenants, terms and conditions hereinafter contained, hereby covenant and agree as follows:

SECTION 1. CONTRACTION/ DEANNEXATION. The COUNTY and CITY agree the subject property of the COUNTY’s Contraction/Deannexion petition, as described in Exhibit “A” attached hereto, and as evidenced by a deed recorded in Official Records Book 2103, Pages 178-179, of the Public Records of Flagler County, Florida will remain vacant of any vertical buildings.

SECTION 2. FUTURE DEVELOPMENT. The Parties further agree that should the COUNTY desire to or allows another party to initiate development of any vertical buildings on the Property, the development shall comply with all CITY Industrial zoning development standards, then existing, unless otherwise mutually agreed in writing. Site improvements unrelated to development of vertical buildings, shall not be required to meet CITY development standards.
SECTION 3. CONVEYANCE TO PRIVATE OWNERSHIP. Prior to any conveyance of the Exhibit “A” property to private ownership, the COUNTY agrees to require the private property owner to apply for and complete annexation of the property in the City, as a condition of the conveyance. CITY development standards shall apply to such conveyed lands annexed into the CITY.

SECTION 4. TERM. This Agreement reflects the full and complete understanding of the Parties and may be modified or amended only by a document in writing executed by both Parties, with the same formalities as this Agreement.

SECTION 5. RECORDATION. After execution, this Agreement shall be forwarded to the City Attorney’s Office for recordation with the Clerk of Court in and for Flagler County, Florida.

SECTION 6. EFFECTIVE DATE. This Agreement shall become effective on the date this Interlocal Agreement is recorded with the Clerk of the Circuit Court and Comptroller for Flagler County.

IN WITNESS WHEREOF, the duly authorized officials of the Parties have made and executed this Agreement on the respective dates indicated below.

(This space has been intentionally left blank)
CITY OF PALM COAST, FLORIDA

ATTEST:

________________________________________
Virginia Smith, City Clerk

________________________________________
Milissa Holland, Mayor

DATE: ________________________________

APPROVED AS TO FORM:

________________________________________
William E. Reischmann, Jr., City Attorney
ATTEST:

Tom Bexley, Clerk of the Circuit Court and Comptroller

Nathaniel McLaughlin, Chairman

DATE:________________________

APPROVED AS TO FORM:

Al Hadeed, County Attorney

G:\Docs\Cities\Palm Coast\Agreements\ILA with Flagler RE Contraction.docx
Historical Summary
Petition for Contraction/De-annexation of County Owned Land
Within the City of Palm Coast
as of August 17, 2017

Overview
The County is continuing to work with the City of Palm Coast on the petition filed by the County for the contraction/de-annexation of five County owned parcels of land recently taken into the Flagler County Airport and currently located off of Seminole Woods Boulevard within the city limits. The request for the de-annexation is consistent with Chapter 171.051(2) F.S. in that:

- the property is not developed for intense residential or commercial purposes
- the property is not between the municipal boundary and area developed for urban purposes
- the contraction will not result in a portion of the City becoming noncontiguous with the rest of the municipality.

The majority of the property in question is located within the Runway Protection Zone (RPZ). RPZ is an area off the runway end to enhance the protection of people and property on the ground. RPZ’s function is to enhance the protection of people and property on the ground. This is achieved through airport owner control over RPZs. Such control includes clearing RPZ areas and keeping them clear of incompatible objects and activities. Control is preferably exercised through the acquisition of sufficient property interest in the RPZ. The County’s jurisdictional authority would avoid multiple agencies regulations that will compromise the RPZ. The entire airport is currently located in the unincorporated Flagler County and has been for 70 years.

The main objections voiced from the City is about control of development and what if’s.
<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 22, 2015</td>
<td>Florida Landmark submitted a Petition for Contraction (De-annexation) to the City of Palm Coast for the parcels depicted above.</td>
</tr>
<tr>
<td>November 11, 2015</td>
<td>Palm Coast met with Florida Landmark Communities (Landmark) and County staff regarding the submission of the petition. It was explained that as part of the transaction to purchase the property from Landmark, the County was requesting the contraction to be completed prior to closing as was done with a similar action taken by the City on June 17, 2014 where the City approved a contraction petition for properties located within Airport Commerce Center, owned at the time by Florida Landmark Communities, which was later transferred to the County. During the meeting, the County was advised by City staff that in order to process the petition request for consideration of approval for the contraction of the property, the County needed to have ownership of the property. Also, City staff required the property acquired would need to be incorporated into the boundary of the Airport.</td>
</tr>
<tr>
<td>May 4, 2016</td>
<td>Flagler County submitted a Petition for Contraction of Real Property in accordance with the City of Palm Coast request that Flagler County to have ownership of the property and the property be incorporated into the boundary of the Airport.</td>
</tr>
<tr>
<td>August 16, 2016</td>
<td>After submission of the application in May, Palm Coast City Attorney asked for a “copy of general or specific authorization by the Board of County Commissioner for the County Administrator to sign on behalf of Flagler County.</td>
</tr>
<tr>
<td>December 19, 2016</td>
<td>Board approved granting the County Administrator authorization to submit a Petition for Contraction/De-annexation of County Owned Real Property and notified the City.</td>
</tr>
<tr>
<td>April 25, 2017</td>
<td>April 25, 2017 workshop, the City of Palm Coast Council discussed a petition from the County for the contraction/de-annexation of five county owned parcels of land recently taken into the Flagler County Airport and currently located within the city limits. Based on the workshop and City staff recommendation, the City does not appear to be in support of approving the de-annexing request.</td>
</tr>
<tr>
<td>Date</td>
<td>Description</td>
</tr>
<tr>
<td>------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| May 2, 2017| City of Palm Coast First Reading of the Ordinance to consider petition from the County for the contraction/de-annexation resulted in the City requesting an interlocal agreement that:  
  - No buildings be built on the property - based on County staff’s presentation that the property is within the RPZ.  
  - If the property is turned over to private ownership, it must be developed using City standards.  
  At the meeting County staff advised the City Council of the need to enter into an Airport Protection Zoning Regulation Interlocal Agreement in accordance with Section 333.03, Florida Statutes, which requires every political subdivision having an airport hazard area within its territorial limits to adopt, administer, and enforce, under the police power and in the manner and upon the conditions prescribed in the statute, airport protection zoning regulations for such airport hazard area. The interlocal could provide an opportunity to address both. The City will advertise a new date to conduct its 2nd Public Hearing. |
| May 9, 2017| As a follow up, County Staff advised the City the draft will be provided.                                                                 |
| May 10, 2017| County Staff was notified the City Attorney would be drafting an agreement specifically for the Deannexation only.                                  |
| May 12, 2017| County Staff provided the draft Interlocal Agreement to the City addressing the Airport Protection Zoning Regulation and Deannexation.                      |
| May 12, 2017| City of Palm Coast Staff notified the County of its desire to consider two separate agreements:  
  1. Contraction (De-annexation)  
  2. Airport Protection Zoning Regulation                                                                                   |
| May 19, 2017| City of Palm Coast provided a draft ILA for contraction and advised                                                                 |
| August 21, 2017| Flagler County BOCC Workshop                                                                                                               |
BOCC WORKSHOP
August 21st @ 3pm
City of Bunnell Fire Department
CITY OF BUNNELL STAFF AND FLAGLER COUNTY STAFF DISCUSSING THE FUTURE OF BUNNELL FIRE DEPARTMENT.

City of Bunnell Manager
Flagler County Administrator
Flagler County Fire Chief
City of Bunnell Fire Chief
Dan Davis, City Manager for the City of Bunnell initiated meetings to discuss the logistical and financial shortfalls the city fire department had and how to rectify the problem.
The City Fire Chief, Ron Bolser, performed a complete analysis of the department to include, local, state and federal guidelines and law compliance.
Included in the compliance requirements were training levels of the volunteers, equipment standards and condition, personal protective equipment standards and condition and apparatus standards and condition.
The cost analysis to bring the Bunnell Volunteer Fire Department up to required standards would be financially out of reach for the city.
Some highly sophisticated safety equipment and protective gear must be retired due to age and condition.
SELF CONTAINED BREATHING APPARATUS

Most important safety device
29 CFR 1910 part 120 & part 134
NIOSH
F.S.S Chapter 633
Bottle
Harness (Regulators)
Mask
SELF CONTAINED BREATHING APPARATUS

Standards are updated every five years
Two revisions behind
Life expectancy of the ensemble is 10 years
Last standard update in 2013 (2012 update missed the deadline)
Next update in 2018
Bunnell version 2002 (30 Minute, 3,000 PSI)
$6,000.00 each
JAWS OF LIFE

$25,000.00

10 year life expectancy
FIRE APPARATUS

$350,000 commercial cab
$440,000 custom cab
15 – 20 year life expectancy
10 year if excessive mileage, maintenance ect
## FIREFIGHTER PROTECTIVE GEAR

<table>
<thead>
<tr>
<th>Costs</th>
<th>Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jacket $1,400</td>
<td>10 years</td>
</tr>
<tr>
<td>Pant $1,400</td>
<td>Exposure to chemicals</td>
</tr>
<tr>
<td>Boots $100</td>
<td>Fit</td>
</tr>
<tr>
<td>Helmet $200</td>
<td>Rips or tears</td>
</tr>
<tr>
<td>Flash Hood $50</td>
<td></td>
</tr>
<tr>
<td>Suspenders $25</td>
<td></td>
</tr>
<tr>
<td>Gloves $50</td>
<td></td>
</tr>
<tr>
<td>$3,180 per person</td>
<td></td>
</tr>
</tbody>
</table>
DETAILS OF A COMPLETE MERGER OF THE TWO FIRE DEPARTMENTS

City maintains ownership of building and property
County agrees to occupy and maintain building
County agrees to pay utilities
One rescue/ambulance with 2 firefighter/paramedics 24/7
Turn all assets used for firefighting over to the county
County to assist the city sell any assets not turned over to the county
County to assist city in disposal of assets no longer usable
DETAILS OF A COMPLETE MERGER OF THE TWO FIRE DEPARTMENTS

City maintains volunteer pension
Continue to collect the 175 monies
Volunteers become FCFR member
County responsible for training and equipping volunteers
FLORIDA STATE STATUTE CHAPTER 125

Authorizes a county to contract with a city to provide fire protection and other services. This authorizes functional consolidation by interlocal agreement in lieu of dual referenda otherwise required by the constitution.
FLORIDA STATE STATUTE CHAPTER 163

Provides the general authority for local governments to exercise powers and functions jointly under interlocal agreement.
# COUNTY CALLS FOR SERVICE

| Year | Fire | EMS   | Total | % +/-  
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2007</td>
<td>1,907</td>
<td>12,511</td>
<td>14,481</td>
<td>8.46%</td>
</tr>
<tr>
<td>2008</td>
<td>1,557</td>
<td>9,567</td>
<td>11,124</td>
<td>-23.18%</td>
</tr>
<tr>
<td>2009</td>
<td>1,962</td>
<td>9,351</td>
<td>11,313</td>
<td>1.70%</td>
</tr>
<tr>
<td>2010</td>
<td>1,893</td>
<td>10,012</td>
<td>11,905</td>
<td>5.23%</td>
</tr>
<tr>
<td>2011</td>
<td>1,487</td>
<td>10,243</td>
<td>11,887</td>
<td>-0.151%</td>
</tr>
<tr>
<td>2012</td>
<td>1,446</td>
<td>11,073</td>
<td>12,519</td>
<td>5%</td>
</tr>
<tr>
<td>2013</td>
<td>1,688</td>
<td>12,374</td>
<td>14,062</td>
<td>11%</td>
</tr>
<tr>
<td>2014</td>
<td>2,004</td>
<td>12,139</td>
<td>14,143</td>
<td>1%</td>
</tr>
<tr>
<td>2015</td>
<td>2,379</td>
<td>12,746</td>
<td>15,268</td>
<td>7%</td>
</tr>
<tr>
<td>2016</td>
<td>2,745</td>
<td>13,353</td>
<td>16,098</td>
<td>5.2%</td>
</tr>
<tr>
<td>Average</td>
<td>1,813</td>
<td>11,156</td>
<td>13,005.3</td>
<td>1.763%</td>
</tr>
</tbody>
</table>
COUNTY CALLS FOR SERVICE

Projections are for an increase in total calls for service
Just shy of 17,000 total calls
Need to add additional Rescue for coverage.
Bunnell fire station ideal location for a new rescue
Centrally located
We can add a rescue mid year
Using existing personnel and adding three new positions
Using existing vehicles and equipment
COUNTY COST FOR HALF YEAR $110,418.00

$110,418.00 adding personnel and operating expense
$20,000.00 building upgrade and repair
CITY ANALYSIS

County handles 93.58 percent of the calls in the City of Bunnell Limits
City FD handles 6.4 percent of the calls in the city limits
There were 1,885 calls for service including fire and EMS in the city limits
The County FD is handling the calls already
Station 92 at the airport is 3 miles from the Bunnell fire station
EMS calls handled from Station 92 and Station 51 five miles from Bunnell.
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Salaries</td>
<td>$71,125.50</td>
</tr>
<tr>
<td>FICA</td>
<td>$5,440.50</td>
</tr>
<tr>
<td>Retirement</td>
<td>$14,125.50</td>
</tr>
<tr>
<td>Health Insurance</td>
<td>$16,125.00</td>
</tr>
<tr>
<td>WC</td>
<td>$1,033.50</td>
</tr>
<tr>
<td>Personnel Services</td>
<td>$109,917.00</td>
</tr>
<tr>
<td>LiefScan</td>
<td>$1,110.00</td>
</tr>
<tr>
<td>Ambulance Supplies</td>
<td>$3,750.00</td>
</tr>
<tr>
<td>PPE</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Uniforms</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Utilities</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>fuel</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Vehicle Maintenance</td>
<td>$1,700.00</td>
</tr>
<tr>
<td>Vol FF travel</td>
<td>$575.00</td>
</tr>
<tr>
<td>Operating Expense</td>
<td>$17,135.00</td>
</tr>
<tr>
<td>Total</td>
<td>$127,052.00</td>
</tr>
<tr>
<td>one time costs building repair</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>
The need to add an additional rescue is here.

Bunnell fire station a good fit for countywide coverage

The city needs to turn over the fire department for financial reasons.