

## Reserve at Haw Creek Impact Fee Parameters:

### Definitions

- **City of Bunnell** – City of Bunnell refers to City of Bunnell proper. This agreement is by and between City of Bunnell and Developer for Reserve at Haw Creek only. Any other interlocal agreement between City of Bunnell and Flagler County and/or any other municipal entity will stand independently under their terms outside this agreement.
- **Developer** – Refers to the legal development entity responsible for oversight and implementation of said project, known as Reserve at Haw Creek. For the sake of this development agreement, developer / development are synonymous with each other and refer to the development as a whole.
- **Development** – Refers to “Reserve at Haw Creek” and any subsequent names that may apply to said boundary as outlined within the large scale land use amendment.
- **Impact Fee** – established fees at time of building permit application.
- **Impact fee credit vouchers** – Credit received in exchange for capital expended, valuation of land donated, or other financial expenditure. Said vouchers shall be utilized as credit for respective impact fees. As such, vouchers can be utilized in lieu of paying impact fees, up to the credit amount.

### Public Safety - Land

- Developer donates 4 acres of land to City of Bunnell within the Industrial Zoned Parcel.
- Developer shall be allocated impact fee credit through vouchers for land based on fair market value of land at time of transfer.

### Public Safety - Equipment

- Developer shall pay into an established special purpose account up to \$250,000 to assist with the procurement of equipment and/or vehicles, as City of Bunnell deem necessary during the initial development of the Reserve at Haw Creek Community.
- Impact fee shall cover additional funding required.
- Developer shall be allocated impact fee credit through vouchers for the dollar amount provided.

### Public Services – Garbage Truck

- Developer shall provide up to \$550,000 for solid waste equipment, which may include:
  - One garbage truck compatible with the existing fleet of trucks
  - Impact fee study by Nexus
  - Other equipment deemed necessary by City of Bunnell and mutually agreed upon between Development entity and City of Bunnell.
- Developer shall be allocated credit for \$500,000 of the \$550,000 allocation once Public Service impact fee is established, resulting from the findings of the report and as implemented by City of Bunnell. (Note, for planning purposes only, preliminary research targets an impact fee approximating \$730 per single family unit – the report will identify an actual proposed fee for City approval and implementation).

### Parks and Recreational Facilities

- Per the PUD, each neighborhood is required to provide a minimum amount of greenspace with a minimum amount of that greenspace to be utilized as park space.

- In addition to the PUD requirements, developer is responsible for providing a community recreation center with fields, courts, a community recreation center with pool and related parking.
- In addition to the PUD requirements, the developer is responsible for a community loop trail along the main spine roads connecting most neighborhoods within the community.
- All park and greenspace shall be owned and maintained by the community HOA, CDD or other legal community entity as appropriate to provide said services.
- The outlined commitment within the PUD ensures appropriate greenspace and amenities throughout the community, plus the community recreation center and trails per this development agreement, no impact fee collection is required beyond compliance with the PUD development requirements.

#### **Transportation – External**

- Developer shall pay to design and construct off-site transportation improvements resulting from the Reserve at Haw Creek project as identified and mutually agreed upon by City of Bunnell for City Roads.
- State and County road improvements shall be addressed directly with those agencies.
- Developer shall be allocated impact fee credit through vouchers for the dollar amount expended for said design, engineering and off-site improvements not directly connected to / abutting the property for what applies to City Roads only. Note, City has no legal authority to negotiate impact fees for the County or State.
- Primary, secondary and subordinate access point improvements directly abutting and providing vehicular and pedestrian circulation into/out of development shall be the responsibility of the development.
- Deen Road improvements shall be included in off-site improvements in a public/private partnership with City of Bunnell, costs split 50/50. Impact fee credit shall be provided through vouchers up to dollar amount contributed.
- Tolman Road improvements shall be included in off-site improvements in a public/private partnership with City of Bunnell, costs split 50/50. Impact fee credit shall be provided through vouchers up to dollar amount contributed.
- Roadway design and construction connecting the existing City of Bunnell maintenance facilities / treatment facilities and the proposed relocated maintenance yard / potable water / re-use facilities shall be designed, engineered and implemented by the developer. Impact fee credit shall be provided through vouchers up to dollar amount contributed.

#### **Roadways - Internal**

- The developer shall be responsible for designing, engineering and implementing of all roadways internal to the project.
- City of Bunnell Commission shall select how Internal roadways shall be owned and resultant maintenance and governance entity from one of the following selections:
  1. All internal roads remain private and maintained by established Municipal Service Benefit Unit. MSBU.
  2. All internal roads remain private and maintained by Community Development District (CDD).

3. All internal roads dedicated to City of Bunnell and maintained by City of Bunnell.
  4. Hybrid in that the main Spine Road, which is the eighty (80) foot ROW as identified on the PUD plan is dedicated to the City of Bunnell and maintained by the City of Bunnell, all other internal roads remain private and are required to establish a maintenance program/fund, whether an MSBU or CDD.
- Any gated or controlled access within the community shall allow for public safety and public service access.
  - Roadways shall be designed in compliance with the PUD requirements and City of Bunnell Standards for roadway construction. Note, where conflict, PUD requirements shall prevail.

## **Public Utilities**

### **Sanitary Sewer**

- City has agreed to sell and Developer has agreed to purchase a minimum of 200,000 gallons and a maximum of 300,000 gallons of sanitary capacity at \$20 per gallon.
  - The first purchase shall include a minimum of 100,000 gallons in 2027.
  - Subsequent purchases shall occur at agreed price as required by community absorptions
  - Additional capacity, up to 500,000 gallons may be considered by City after initial 300,000 capacity is purchased. There is no commitment by City beyond 300,000 gallons as outlined herein and additional capacity, if available would be subject to new negotiations.
  - Developer to receive impact fee credit vouchers up to dollar amount expended
  - City shall retain ownership and operations of facility
  - City shall retain rights for collection of usage fees on a monthly basis.
- City of Bunnell and Developer shall enter a public / private partnership based on the following criteria:
  - Developer shall be responsible to design, engineer and implement the expansion of sanitary sewer, utilizing the City of Bunnell's existing plant, in partnership with the City of Bunnell, who is co-application as follows:
    - Additional capacity required beyond available and committed capacity of sewer capacity shall be implemented ahead of needing said additional capacity.
    - The City of Bunnell agrees to the expansion of the existing plant by the developer, to be dedicated to City of Bunnell upon completion.
    - Expansion will require additional land, resulting in the relocation of the existing maintenance yard, to be paid by developer, onto developer land (see Maintenance Yard), prior to expansion.
    - Developer shall program, plan and design, with the City, the re-location of existing maintenance yard prior to future expansion of sewer facilities.
    - As co-applicant, City shall participate in the design, engineering and permitting process. All aspects of the design, engineering and permitting processes shall be mutually agreeable by Developer and City.
    - The developer shall implement said expansion in compliance with the design and specifications mutually agreed upon between Developer and City of Bunnell and as approved by permitting agencies with authority.

- Developer shall be allowed to utilize City of Bunnell's status to apply for grants that may be available at time of expansion of sanitary sewer, in mutual agreement with City of Bunnell.
- Sanitary sewer expansion as outlined herein is for the required capacity of the development only. Additional capacity required by the City at-large may be negotiated and cost shared in relation to said allocation for development vs City at-large.
- Developer to receive impact fee credit vouchers up to dollar amount expended.
- Credit shall apply to Sanitary Sewer facilities only. Developer responsible for cost of main trunk line implementation, on-site lift stations and neighborhood distribution system, in compliance with City of Bunnell Standards.
- City shall allow developer (and agents) access to existing premises, facilities, land, drawings as necessary to execute the design, permitting and construction of said facilities up to time of dedication to City. Access applies to each phase of expansion.
- Developer shall dedicate to and City shall retain ownership and operations of facility.
- City shall retain rights for collection of usage fees on a monthly basis.
- City responsible for amending any CIP / Infrastructure elements, reporting, and any other legal requirements after transfer from developer to City.

**Reclaimed Water System (aka Re-Use).**

- City of Bunnell's current plant expansion includes reclaimed water (re-use). As re-use is integral to sanitary sewer, all terms outlined within Sanitary Sewer apply to re-use plus the following:
  - Any sewer design and expansion by Developer for Reserve at Haw shall integrate re-use at related capacity design / usage as sanitary.
  - City does not currently collect connection / usage fees for re-use. Said fees shall be established by City and necessary studies shall be paid by developer.
  - Developer shall receive impact fee credit vouchers for newly established re-use fees, up to dollar amount expended.
  - City shall retain rights for implementation of and collection of usage fees on a monthly basis.
  - Re-Use design and implementation may be integrated with potable water discharge as well as the use of collected stormwater, as necessary to implement comprehensive best practices for water use.
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**Potable Water**

- City of Bunnell and Developer shall enter a public / private partnership based on the following criteria:
  - Developer shall be responsible to design, engineer and implement a new potable water system(s) on Development, in partnership with the City of Bunnell, who is co-application as follows:

- The City of Bunnell agrees to a new potable water plant (s) by developer, to be dedicated to City of Bunnell upon completion.
  - The potable water will require land on development proper, to be dedicated to City of Bunnell with dedication of facilities.
  - As co-applicant, City shall participate in the design, engineering and permitting process. All aspects of the design, engineering and permitting processes shall be mutually agreeable by Developer and City.
  - The developer shall implement said potable water system in compliance with the design and specifications mutually agreed upon between Developer and City of Bunnell and as approved by permitting agencies with authority.
  - System shall be designed with an emergency interconnect with the City's existing water system.
  - Developer shall be allowed to utilize City of Bunnell's status to apply for grants that may be available at time of implementation the potable water system, in mutual agreement with City of Bunnell.
  - Potable water design and implementation is for the required capacity of the development only.
  - Developer to receive impact fee credit vouchers up to dollar amount expended.
  - Credit shall apply to potable water facilities only. Developer responsible for cost of main trunk line implementation and neighborhood distribution systems, in compliance with City of Bunnell Standards.
  - Developer shall dedicate to and City shall retain ownership and operations of facility.
  - City shall retain rights for collection of usage fees on a monthly basis.
- City responsible for amending any CIP / Infrastructure elements, reporting, and any other legal requirements after transfer from developer to City.
- Developer shall be allowed to implement an initial potable water system, up to the minimum threshold (currently 100,000 g/day) without a Consumptive Use Permit (CUP).
    - Said implementation may allow developer to implement development more quickly, in alignment with available sanitary sewer capacity.
    - Said implementation shall be integrated with the ultimate treatment facility and CUP for the development as a whole.
    - System shall be designed to integrate with re-use, a factor in the water usage calculations.

#### **Development Fees, Building Permit and Inspection fees**

- Development Fees, Building permit and Inspection fees shall be paid in compliance with existing fee structure at time of platting / permitting, as relevant.

#### **Planned Unit Development**

The Reserve at Haw Creek is zoned as a planned unit development (PUD) which runs with the land. Said PUD outlines development criteria related to allowable development patterns within the Reserve at Haw Creek boundaries. Types of uses, building density, setbacks, open space, signage, parking, right of way design parameters, signage etc. are outlined within the PUD and is a companion to the development

agreement in terms of related requirements for a successful development, but not part of the development agreement as the PUD is bound by zoning regulations.

Said PUD zoning and this development agreement, as companion documents, shall be initially approved together. Subsequent modifications to either document shall follow independent procedures as regulated by City of Bunnell, but the other document shall be referenced for continuity and ongoing compatibility as a whole. In no event, shall one document modification require the modification of the other document.

Add (language to be provided by City)

- Police Power
- Variance
- Signature Page
- Effective Date

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