



City of Palm Coast Agenda

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoast.gov

City Council Workshop Meeting

Mayor Michael Norris
Vice Mayor Theresa Pontieri
Council Member Charles Gambaro
Council Member Ty Miller
Council Member David Sullivan

Tuesday, October 13, 2026	9:00 AM	City Hall - Jon Netts Community Wing
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City Staff

Michael McGlothlin, City Manager

Marcus Duffy, City Attorney

Kaley Cook, City Clerk

- Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- Other matters of concern may be discussed as determined by City Council.
- If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
- In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a reasonable accommodation to participate in any of these proceedings or meeting should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- City Council Meetings are streamed live on YouTube at <https://www.youtube.com/@PalmCoastFL>.
- It is proper meeting etiquette to silence all electronic devices, including cell phones while Council is in session. Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to hire a court reporter 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.

NOTICE: This meeting is being live streamed on the City of Palm Coast YouTube channel and audio recorded for public record and transparency.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE TO THE FLAG AND A MOMENT OF SILENCE

C. ROLL CALL

D. PUBLIC PARTICIPATION

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes.
And pursuant to the City Council's Meeting Policies and Procedures:

- (1) This agenda item has a thirty (30) minute limit.
- (2) Each speaker shall at the podium, provide their name and may speak for up to 3 minutes.
- (3) The Public may provide comments to the City Council relative to matters not on the agenda at the times indicated in this Agenda. Following any comments from the public, there may be discussion by the City Council.
- (4) Public speakers may address their comments to the Council as a whole, the Mayor, or to an individual Council Member
- (5) When addressing the City Council on specific, enumerated Agenda items, speakers shall:
 - (a) make their comments concise and to the point;
 - (b) not speak more than once on the same subject;
 - (c) not, by speech or otherwise, delay or interrupt the proceedings or the peace of the City Council;
 - (d) obey the orders of the Mayor or the City Council; and

(e) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.

(6) Any person who becomes disorderly or who fails to confine his or her comments to the identified subject or business, shall be cautioned by the Mayor and thereafter must conclude his or her remarks on the subject within the remaining designated time limit.

Any speaker failing to comply, as cautioned, shall be barred from making any additional comments during the meeting and may be removed, as necessary, for the remainder of the meeting.

Members of the public may make comments during the public comment portion of the meeting. Please be advised that public comment will only be permitted during the public comment portions of the agenda at the times indicated by the Chair during the meeting

E. PRESENTATIONS

- 1. PRESENTATION - COMPREHENSIVE COMPENSATION AND BENEFIT SURVEY WITH EVERGREEN SOLUTIONS, LLC**
- 2. RESOLUTION 2026-XX APPROVING THE CULTURAL ART GRANTS FOR FISCAL YEAR 2026-2027**
- 3. PRESENTATION – LEASE AGREEMENT WITH YMCA**

F. PUBLIC COMMENTS

Remainder of Public Comments is limited to three (3) minutes each.

G. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

H. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

I. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

J. ADJOURNMENT

- 1. AGENDA WORKSHEET AND CALENDAR**

City of Palm Coast, Florida Agenda Item

Agenda Date: October 13, 2026

Agenda Item: E.1

Department HUMAN RESOURCES Division HUMAN RESOURCES	Amount Org/Account #
Subject: PRESENTATION - COMPREHENSIVE COMPENSATION AND BENEFIT SURVEY WITH EVERGREEN SOLUTIONS, LLC	
Presenter: Jessica Analetto, HR Generalist, and Mark Holcombe PMP SKRM-SCP, Project Manager Evergreen Solutions, LLC	
Attachments: 1. Presentation	
Background: <u>UPDATED BACKGROUND FROM THE APRIL 21, 2026, BUSINESS MEETING:</u> At the April 21, 2026, Business Meeting, City Council held discussion on the item and agreed to move forward with the Comprehensive Compensation and Benefit Survey with Evergreen Solutions, LLC. <u>UPDATED BACKGROUND FROM THE APRIL 7, 2026, BUSINESS MEETING:</u> At the April 7, 2026, Business Meeting, City Council held discussion on the item and tabled it to the April 21, 2026, Business Meeting. No changes have been made to the item. <u>ORIGINAL BACKGROUND FROM THE APRIL 7, 2026, BUSINESS MEETING:</u> The City went out for a request for proposal for a comprehensive compensation and benefit survey. We received 7 proposals. The evaluation team selected Evergreen Solutions, LLC. <u>Council Priority:</u> As part of council priorities 1.0 Strong Resilient Economy, #9 Quality of Life for Essential Workers, Council's strategy is to strengthen organizational effectiveness and employee well-being by supporting first responders, enhancing workplace culture and ensuring competitive compensation through targeted programs. The agreement allowed Evergreen Solutions, LLC to conduct a comprehensive compensation and benefit survey for the City of Palm Coast.	
Recommended Action: FOR PRESENTATION ONLY	

The City of Palm Coast, Florida Compensation and Classification Study Presentation of Results



**Presented by:
Mark Holcombe**



October 13, 2026

Overview

- Study Goals
- Project Phases
- Employee Meetings
- Current System Findings
- Market Results
- Initial Recommendations
- Next Steps

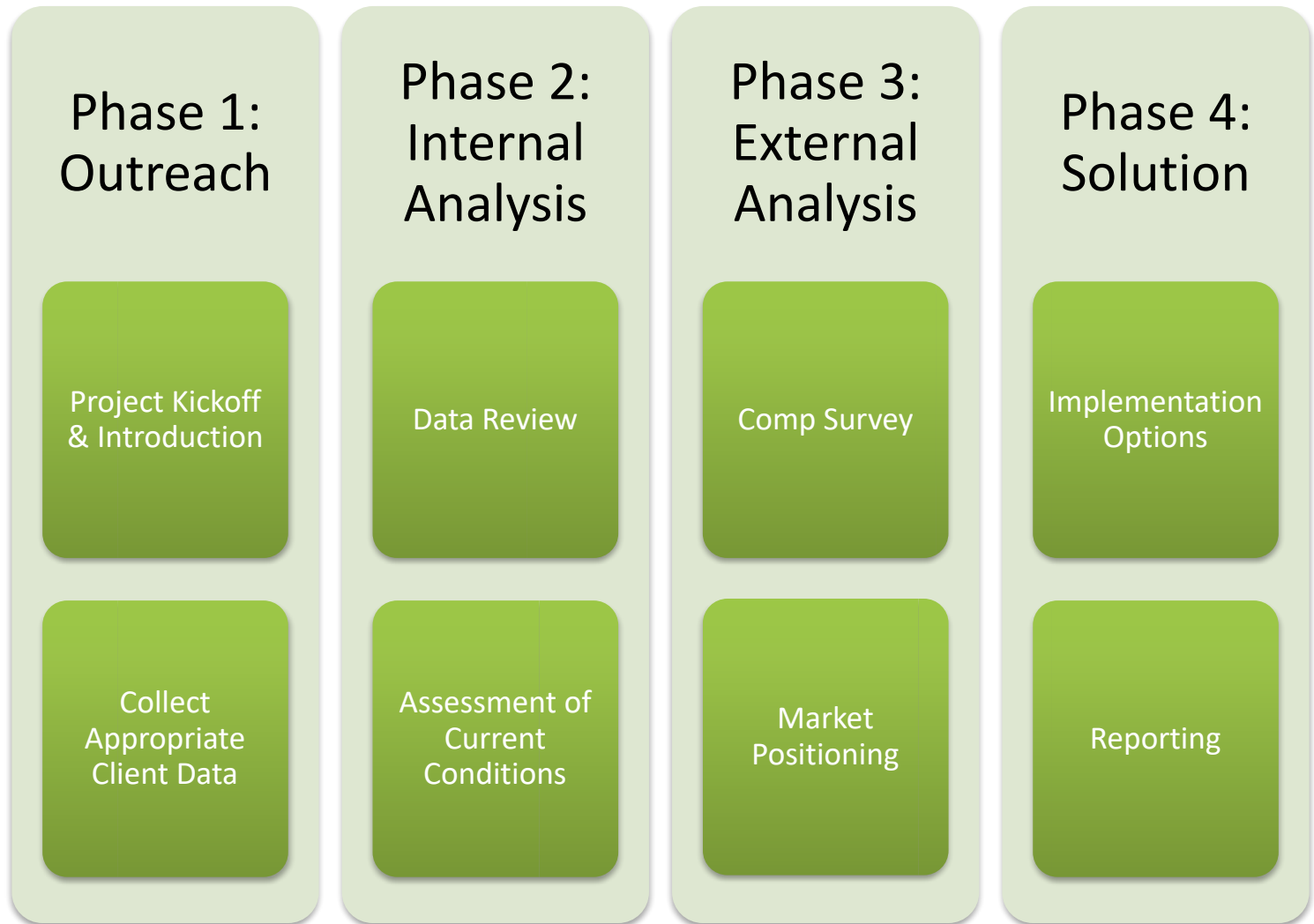


Study Goals

- Review current compensation system to ensure internal alignment.
- Survey peer organizations to ensure external alignment.
- Produce recommendations to provide the organization with a compensation system that is correctly aligned, both internally and externally.



Project Phases



Employee Outreach Comments

- Positive

- **Benefits** – Employees generally spoke positively about the City’s benefits package, particularly health coverage, retirement contributions, leave benefits, and the ability to sell back accumulated leave. Overall, 58.2 percent of survey respondents reported being satisfied or very satisfied with the benefits package.
- **Culture and Coworkers** – Positive relationships with coworkers and teams were consistently identified as a reason employees remain with the City. Employees also expressed a strong sense of community, pride in public service, and commitment to the work they perform.
- **Job Stability and Work Environment** – Employees valued the stability of City employment, consistent work hours, convenient location, and long-term career opportunities. Job stability/security was also the most frequently cited reason employees initially chose to work for the City.
- **Growth and Flexibility** – Employees identified examples of successful internal advancement and generally viewed flexible and hybrid work arrangements positively where available.



Employee Meetings

Comments - Concerns

- **Compensation** – Employees expressed concern that pay adjustments have not always kept pace with the rising cost of living. Salary compression and market competitiveness were also concerns for some positions and departments.
- **Classification & Career Progression** – Some employees felt job titles and descriptions do not fully reflect their current duties or level of responsibility. Employees also expressed interest in clearer advancement paths, particularly for specialized and technical roles.
- **Staffing & Workload** – Employees in several departments indicated that staffing has not always kept pace with the City's growth and increasing service demands, contributing to heavier workloads and recruitment and retention challenges.
- **Performance & Recognition** – Some employees expressed a desire for more meaningful and consistent performance evaluations, along with greater recognition of strong performance and employee contributions



Current System Findings

- **Strength:**

- The City maintains a consistent pay structure, with a uniform 71 percent range spread across all graded ranges.
- Employees generally progress through their pay ranges as they gain experience with the City.
- Supervisor compression is limited, with adequate salary separation between most employees and their supervisors.

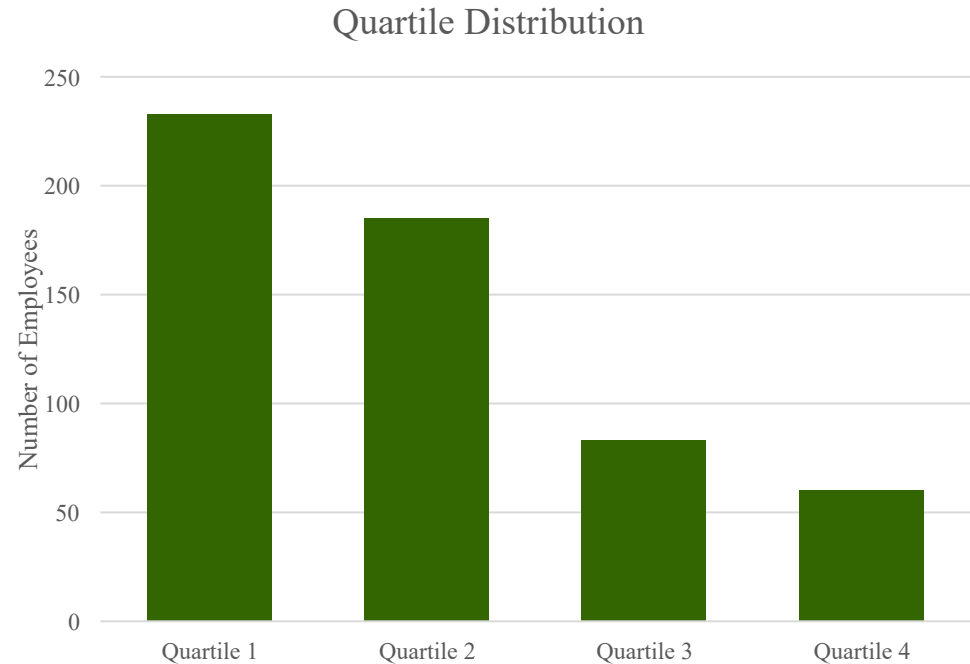
- **Weakness:**

- Salary placement is concentrated in the lower half of the ranges, with three-quarters of employees below midpoint.
- 47.3 percent of employees earn less than \$60,000 annually.



Current System Findings

- The largest concentration of employees is in the 1st quartile, with 233 employees (41.5 percent).
- Only 60 employees, or 10.7 percent, are positioned in the 4th quartile.



Market Targets

- Salary survey resulted in responses from nineteen peers
- All responses are adjusted for cost-of-living differentials.
- All jobs included in the study were benchmarked and compared directly to the market. Average response rate was 6.9 matches per position.

Responding Peers

City of Boca Raton, FL
City of Clearwater, FL
City of Daytona Beach, FL
City of Deltona, FL
City of Fort Myers, FL
City of Gainesville, FL
City of Lakeland, FL
City of Miami Gardens, FL
City of North Port, FL
City of Ormond Beach, FL
City of Plantation, FL
City of Pompano Beach, FL
City of Port Orange, FL
City of Saint Augustine, FL
City of Sunrise, FL
Town of Davie, FL
Flagler County, FL
Saint Johns County, FL
Volusia County, FL



Market Results

Unadjusted Results (no cost-of-living adjustment)			Adjusted Results (cost-of-living adjusted)			Average Actual Salary Comparison
Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum	Differential to the Market
-2.7%	1.6%	4.1%	1.7%	5.8%	8.2%	-5.6%

- A negative differential indicates the City's average actual salaries are behind the market.
- The City's unadjusted ranges are generally competitive with the market, ranging from 2.7 percent below market at minimum to 4.1 percent above at maximum.
- The City's average actual salaries remain 5.6 percent below market



Market Results, Continued

- Currently, 16 positions (50 employees) are 5 percent or more below the market minimum.
- With an anticipated 3 percent market shift, nearly 30 positions (80 employees) are projected to fall 5 percent or more below the market minimum.
- With no COLA or corresponding range adjustment planned this year, the City's market position is expected to decline.



Compensation Considerations

- Employees identified the City's benefits package as an important strength.
- Employee health insurance costs are increasing for the upcoming plan year, with PPO premiums increasing approximately 25 percent and HDHP premiums increasing approximately 5 – 10 percent depending on coverage tier.
- These increases will result in higher out-of-pocket costs for employees in the upcoming year.



Initial Recommendations

1. Evaluate the current pay plan against market conditions and consider adjustments to maintain competitiveness.
2. Review classifications and pay grade assignments to ensure appropriate internal alignment.
3. Focus attention on classifications demonstrating the greatest market disparities.
4. Explore opportunities to improve employee progression within salary ranges.
5. Continue monitoring market movement and benefit costs as the study moves forward.



Next Steps

- Present final study findings and recommendations to City Council in January 2027.
- Receive Council direction regarding implementation priorities and approach.
- Evaluate implementation options for the FY 2028 budget.
- Continue monitoring market movement and changes in competitive pay.
- Consider future salary range adjustments as needed to maintain market alignment



Questions? Thank you!

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Project Manager
Evergreen Solutions, LLC

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City of Palm Coast, Florida Agenda Item

Agenda Date: October 13, 2026

Agenda Item: E.2

Department	PARKS AND RECREATION	Amount	\$85,392.00
Division	PARKS AND RECREATION	Org/Account #	10016016-082003
Subject:	RESOLUTION 2026-XX APPROVING THE CULTURAL ART GRANTS FOR FISCAL YEAR 2026-2027		
Presenter:	Brittany McDermott, Director of Parks and Recreation, and Julia Truilo, Flagler County Cultural Council Treasurer		
Attachments:	1. Presentation 2. Resolution 3. Applications (8), available in the Clerk's office for review		
Background:	Since 2002, the City of Palm Coast has offered the Cultural Art Financial Assistance Matching Grant program to support Flagler County organizations that provide history, arts, and cultural programs and events within city limits. The program enhances the quality of life for residents and visitors and strengthens the City's reputation as an innovative cultural center. In 2022, the Flagler County Board of County Commissioners designated the Flagler County Cultural Council (FC3) as the countywide Arts Council, also known as a Local Arts Agency. FC3 serves as an umbrella organization supporting and promoting arts, history, and culture throughout Flagler County. In 2024, the City of Palm Coast partnered with FC3 to administer the Cultural Art Grant program. Through this partnership, FC3 coordinates the application and review process and provides funding recommendations for City Council's consideration. For Fiscal Year 2026–2027, eight applications were submitted for review. An FC3 committee evaluated each application to ensure it met the program's eligibility criteria. All eight organizations, listed in the attached presentation, have been recommended for funding to support history, arts, and cultural programs and events within Palm Coast. The grant funding recommendations are attached for City Council's review.		

Recommended Action:

APPROVE RESOLUTION 2026-XX APPROVING THE CULTURAL ART GRANTS FOR FISCAL YEAR 2026-2027



FLAGLER COUNTY CULTURAL COUNCIL

flaglerartsandculture.org

OUR MISSION

ADVOCACY

Present a strong, unified voice for the interests of the arts and humanities in Flagler County.



FOSTER COLLABORATION

Serve as the connecting entity to encourage arts and humanities partnerships in the community.



SUPPORT

Provide financial, promotional, and marketing support.



STRATEGIC PRIORITIES



Maintain engagement with local and state officials.



Be the trusted source for information, resources, and promotion of the arts and humanities in Flagler County.



Establish a Granting Program



Provide promotional and marketing support.



Award scholarships and sponsorships for arts and humanities education.

Flagler County Cultural Council
120 Airport Rd. Ste. 3
Palm Coast, FL 32164
386-313-4229
www.flaglerartsandculture.org

Board of Directors



BOARD OF DIRECTORS

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City Commisioner Scott Spradley

CITY OF BUNNELL APPOINTEE

Mayor Catherine Robinson

CITY OF PALM COAST PARKS AND RECREATION BOARD APPOINTEE

Julia Walthall, PARB Vice Chair

Mission

**To Advocate, Support, and Foster
Collaboration for the Arts and Humanities**

CITY OF PALM COAST CULTURAL GRANT



To encourage and provide funding to community arts, history, and cultural organizations for programs and events.

Eligibility Criteria

These grants are designed by the City of Palm Coast to be awarded on a competitive basis to nonprofit, tax-exempt, 501(c)(3) Florida organizations that meet the eligibility criteria and provide arts, history, heritage, and cultural events and programs in the City of Palm Coast during the upcoming fiscal year.





All applicant organizations must meet the following eligibility criteria at the time of application.

- Events and programs must take place within the City of Palm Coast.
- All applications must be led by an active nonprofit Florida corporation registered with the Florida Division of Corporations. Preference is given to those organizations with a principal address in Flagler County.
- Only nonprofit arts, culture, education, history, humanities, and heritage organizations with documented 501(c)(3) status may apply.
- For-profit businesses qualified to do business in the State of Florida and located in Flagler County may apply in partnership with a local non-profit organization for funding of arts, culture, or heritage special events.
- Grant awards will be based solely on the program/event expense budget, not on the organization's overall budget. A single application may be submitted for multiple events.
- Programs, services, and events must be open to the public and of benefit to residents of Flagler County.
- Organizations must show in their application that they are capable of at least a dollar-for-dollar match for the grant amount requested from the Council. In-kind contributions to this project may be considered as up to 30% of this match.
- Nonprofit organizations must provide a copy of their most recently filed IRS Form 990, IRS Form 990EZ, or 990 postcard. (Filing must be dated within 18 months before the application deadline date.)
- Organizations that have not fulfilled contractual agreements with FC3, the City of Palm Coast, or Flagler County in previous years are not eligible for funding.

Reaching Out to Applicants

The Flagler County Cultural Council promotes the City of Palm Coast Cultural Grant program through its website and via local advertising. FC3 sent out a media release and placed ads announcing the 2026-2027 grant cycle in The Palm Coast Observer. Additional media promotion included feature articles in Sun and Surf, Evolve, and Coastal Neighbors magazines. FC3 worked with the City's Parks and Recreation department to create a video about the grant. Grants and workshops were also announced via FC3's enewlsetter and its social media channels.



The Flagler County Cultural Council announces 2026-2027 City of Palm Coast Cultural Arts Grants

The City of Palm Coast and the Flagler County Cultural Council are pleased to announce a new round of grants for arts, culture, and history organizations and events taking place in the City between October 1, 2026, and September 30, 2027.

The window for FY2026-2027 grant applications opens on June 1, 2026, and closes on August 21, 2026. All applications must be submitted through the Flagler County Cultural Council website at <https://flaglerartsandculture.org/granting-program/>.

Workshop Dates: July 17 at 2 PM and July 20 at 9:30 AM
Location: Flagler County Tourism Office
120 Airport Road, Suite 3
Palm Coast, FL 32164



Grant application is available at:
flaglerartsandculture.org/granting-program
Questions?
Email info@FlaglerArtsandCulture.org

Congratulations to our 2025-2026 City of Palm Coast Cultural Grant awardees.

Look for these events and organizations this year as they make an impact on the arts, culture, and history of Flagler County!

Organization

- City of Palm Coast Historical Society
- City Repertory Theatre of Palm Coast
- Community Chorus of Palm Coast
- Flagler Auditorium/Fitzgerald Performing Arts Center
- Flagler County Education Foundation/Josh Crews Writing Project
- Hispanic American Cultural Society
- Palm Coast Songwriters Festival

2026-27 Application Process

- Grant window opens and grant application becomes available – May 29, 2026
- All those interested in applying are required to attend a grant workshop. Workshops were held on July 17 and July 20. Twelve organizations attended.
- Grant window closed – August 21, 2026. Eight organizations chose to apply.
- Grant review panel meeting – Sept 4, 2026

GRANT AWARDS ARE APPROVED BY THE CITY COUNCIL AT THE BEGINNING OF THE NEW FISCAL YEAR, BUT NO FUNDS ARE DISTRIBUTED UNTIL THE PROJECT IS COMPLETED AND REIMBURSEMENT REQUESTS ARE SUBMITTED. REIMBURSEMENT CAN ONLY BE REQUESTED FOR EXPENDITURES DELINEATED IN THE GRANT.

- Organizations move forward with their projects on the timeline submitted in their grant proposals
- Each applicant has 60 days after project completion to submit reimbursement requests to the City of Palm Coast for grant expenses that were approved during the application process.
- All reimbursement requests must be received by September 15, 2027
- Organizations that fail to seek timely reimbursement or who fail to provide the proper paperwork may not receive grant funds.

Scoring Criteria



- The project has high merit with the potential for participants and audience to develop knowledge, skills and understanding of arts, history, and/or culture

- Excellent (25 points)
- Well-Done (20 points)
- Good (15 points)
- Needs Attention (10 points)

- The organization demonstrates the experience and capacity to make this project a reality

- Excellent (25 points)
- Well-Done (20 points)
- Good (15 points)
- Needs Attention (10 points)

- The organization demonstrates the importance of the project to the community and meets the needs of the community

- Yes (5 points)
- Need Improvement (3 points)
- No (0 points)

- The project shows growth for the organization and/or the community, building on the organization's mission and previous programming.

- Yes (5 points)
- Need Improvement (3 points)
- No (0 points)

Scoring Criteria



- The application illustrates a clear plan with reasonable timelines
 - Yes (10 points)
 - Need Improvement (7 points)
 - Needs Considerable Improvement (4 pts)
 - No (0 points)

- The applicant completed all requirements and provided clear answers to all questions
 - Yes (5 points)
 - Need Improvement (3 points)
 - No (0 points)

- There is community involvement and support for the project through collaborations, financial support, or in-kind contributions
 - Yes (10 points)
 - Needs Improvement (7 points)
 - Need Considerable Improvement (4 points)
 - No (0 points)

- The marketing and publicity plans are appropriate for the project, organization, and community
 - Yes (10 points)
 - Needs Improvement (7 points)
 - Need Considerable Improvement (4 points)
 - No (0 points)

- There is a clearly defined budget that will meet the needs of the project
 - Yes (10 points)
 - Needs Improvement (7 points)
 - Need Considerable Improvement (4 points)
 - No (0 points)

Maximum Possible Score= 105
Minimum Qualifying Score = 80

Grant Recommendations

Organizations	Average Score	Funding Request
African-American Cultural Society Inc	100.0	\$ 12,000.00
City Lites Inc	94.0	\$ 7,800.00
City Repertory Theatre Inc	100.0	\$ 11,469.00
Community Chorus of Palm Coast Inc	98.0	\$ 10,080.00
Flagler Auditorium Governing Board	99.3	\$ 12,000.00
Flagler County Education Foundation	99.8	\$ 11,000.00
Hispanic American Cultural Society	97.5	\$ 9,043.00
Palm Coast Music Festival/Songwriters Festival	100.0	\$ 12,000.00
Total requested		\$ 85,392.00

All eight grant applicants received more than the minimum score of 80 points and are eligible for funding.



African American Cultural Society

Grant Purpose: During FY 2027, AACS will present a coordinated calendar of twelve public cultural programs and presentations celebrating American and African Diaspora history and culture, artistic expression, foodways, entrepreneurship, documentary storytelling, and living heritage. The project combines annual commemorations with performances, exhibitions, lectures, youth showcases, film-based learning, and participatory cultural experiences. Together, the programs will connect history to contemporary life, create paid and visible opportunities for artists and cultural presenters, encourage dialogue across generations, and expand access to meaningful arts and humanities programming in Palm Coast and Flagler County.

The project is designed as one cohesive cultural initiative rather than a collection of unrelated events. Each program advances AACS's mission through one or more cultural disciplines, including visual art, music, dance, spoken word, theatre, documentary film, public history, heritage interpretation, culinary traditions, and community storytelling. Grant support will help AACS engage qualified artists and speakers, provide project-specific production and educational materials, rent event-related equipment, create required signage, and market the programs to broader and more diverse resident and visitor audiences

Average Panel Score: 100

Funding Request: \$12,000

City Lights, Inc

Grant Purpose: City Lites will present its 2026 Motown & Mo' cultural program on October 17, 2026, at the Fitzgerald Performing Arts Center/Flagler Auditorium in Palm Coast. 'Motown & Mo' is a live musical and theatrical production celebrating the artists, songs, choreography, history and cultural influence of Motown while incorporating complementary music from other periods and genres. The production combines vocal performances, choreographed dance, dramatic interpretation, period-inspired costumes, professional sound and lighting, multimedia elements and audience engagement.

The production will feature a multigenerational community cast supported by an MC, DJ, makeup artists, costume and production personnel, student event workers and technical staff. Professional videography will document the performance for program records, educational workshops, archival preservation and future promotion of City Lites' cultural programming.

Average Panel Score: 94

Funding Request: \$7,800

City Repertory Theatre, Inc

Grant Purpose: CRT is requesting support for its 16th season of theater. Grant monies received will be used to underwrite production and marketing expenses between October 2026 and August 2027. The selection of plays reflects the breadth and variety of CRT's program and ambitions and includes Broadway classics, great American plays and works exploring facets of modern life.

The season includes: *Company*, a Tony-Award winning musical by Stephen Sondheim; *Of Mice and Men*, John Steinbeck's classic tale; *A Christmas Carol*, an audience favorite reimaged with only five actors; *Vanya and Sonia and Masha and Spike*, Christopher Durang's modern mashup of Chekhov; *Loving*, the story of the Lovings and their Supreme Court victory over the Virginia law that separated them; *How I Learned to Drive*, a Pulitzer Prize-winner by Paula Vogel; and *The Apple Tree*, a trio of rarely performed mini-musicals.

Average Panel Score: 100

Funding Request: \$11,469

Community Chorus of Palm Coast, Inc.

Grant Purpose: The requested grant funding will support CCPC's 2026–2027 concert season, which includes two major concert programs presented in Palm Coast: our annual 2026 Holiday Concert, December 4th and 6th, and our 2027 Spring Concert, April 16th and 18th.

Rehearsals begin in August and continue weekly through each season, allowing volunteer singers to develop their vocal skills while preparing performances that are accessible and enjoyable for audiences of all ages. Funds will primarily be used for marketing, music acquisition, accompanist and director support, and other allowable direct program costs that ensure professional-quality performances.

Average Panel Score: 98

Funding Request: \$10,080

Flagler Auditorium Governing Board

Grant Purpose: We strive to be an anchor institution for the Arts community by leveraging our partnerships to improve the community around us. Grant funding will be used to present entertaining and high-quality live performances that attract audiences from the North Central Florida area, provide performing arts and educational programming that connects our community with the performing arts, create the "Ultimate Classroom for the Arts", and collaborate with other arts organizations, historical and cultural institutions, and businesses. We present a season of performances appealing to all preferences and ages, serving the community and supporting arts education. This includes 21 touring shows and over 75 community and school performances, reaching at least 25,000 people

Average Panel Score: 99.3

Funding Request: \$12,000

Flagler Education Foundation

Grant Purpose: The Josh Crews Creative Writing Project (JDC), now in its 15th year, is a district-wide literary and visual arts program that provides students in grades 4–12 across Flagler County Public Schools—including the virtual academy—with a dedicated, structured outlet for creative expression. Operating through free weekly after-school clubs led by 14 trained teacher-sponsors and 2 district coordinators, the program guides young creators through crafting, editing, and illustrating original works of fiction, non-fiction, poetry, and visual artwork. By enabling students to participate as both authors and illustrators, the program integrates literary arts with visual storytelling. The program culminates in the publishing of an annual, professionally bound, 297+ page physical anthology titled "Write On!" and a celebratory community JDC Book Launch and signing event on March 31st. The book launch is free and open to the public.

Average Panel Score: 99.8

Funding Request: \$11,000

Hispanic American Cultural Society

Grant Purpose: The Hispanic American Cultural Society (HACS), Inc. is a nonprofit 501(c)(3) organization dedicated to preserving, promoting, and celebrating Hispanic heritage through cultural, educational, and community events in Flagler County. One of our signature annual events is the Hispanic Food & Arts Festival of Palm Coast, which brings together residents and visitors to experience the rich traditions, music, dance, food, art, and culture of Hispanic communities from across Latin America and the Caribbean.

Now in its fifth year, the festival continues to grow in both participation and community impact. The event is free and open to the public, ensuring that individuals and families of all backgrounds—including underserved and low-income residents—can enjoy a day of cultural enrichment at no cost. The festival features live musical performances, authentic folkloric dance groups, local artists and artisans, cultural exhibits, and a diverse selection of Hispanic and non-Hispanic food vendors. These activities provide educational opportunities that encourage cultural awareness, appreciation, and community engagement.

Average Panel Score: 97.5

Funding Request: \$9,043

Palm Coast Music Festival/Songwriter's Festival

Grant Purpose: Entering our 9th year, our festival is considered among the best ALL-STAR Singer/Songwriters Festival in the Country with over 45 HIT Songwriters with over 200 #1 songs to their credit along with hundreds (if not thousands) more of charted hits. The songwriters tell the stories behind their songs and perform them for the audience. We hold a total of 8 different shows over the course of 5 days, plus we hold a Songwriters Workshop for aspiring songwriters.

This event has also made Palm Coast and Flagler County a destination for years to come for many out of state and other cities across Florida who lodge here over the course of 5 days or more and support many local businesses. Google search recently listed the Palm Coast Songwriters Festival as one of the top 4 songwriters festivals in the United States.

Average Panel Score: 100

Funding Request: \$12,000

THANK YOU FOR YOUR CONTINUED SUPPORT



FLAGLER COUNTY CULTURAL COUNCIL
flaglerartsandculture.org

RESOLUTION 2026-____
CULTURAL ARTS GRANTS FISCAL YEAR 2026-2027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE ELIGIBILITY LIST FOR THE CULTURAL ARTS GRANTS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE AGREEMENTS AND PAYMENTS WITH GRANTEEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, historical, cultural, and arts organizations have expressed a desire in receiving grant funding from the City of Palm Coast to support programs and events held within the City; and

WHEREAS, the Flagler County Cultural Council, as the designated Countywide Arts Council, is committed to supporting historical, cultural, and arts organizations throughout Flagler County in partnership with the City of Palm Coast; and

WHEREAS, the Flagler County Cultural Council possesses the expertise and capacity to administer the Cultural Art Grant program effectively; and

WHEREAS, the City Council of the City of Palm Coast recognizes the importance of providing monetary assistance to historical, cultural, and arts organizations that deliver high-quality and innovative programs and events for the benefit of residents and visitors; and

WHEREAS, historical, cultural, and arts organizations contribute to the enrichment and vibrancy of Palm Coast, enhancing the quality of life for the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. APPROVAL. The City Council of the City of Palm Coast hereby approves the recommendation list for the Cultural Arts Grant, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute agreements and payments between the City of Palm Coast and the Grantees.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 20th day of October 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Cultural Arts Grants Eligibility List

Cultural Art Grant Applications FY27

Organization Name	Funding Request	
African-American Cultural Society Inc	\$	12,000.00
City Lites Inc	\$	7,800.00
City Repertory Theatre Inc	\$	11,469.00
Community Chorus of Palm Coast	\$	10,080.00
Flagler Auditorium	\$	12,000.00
Flagler County Education Foundation	\$	11,000.00
Hispanic American Cultural Society	\$	9,043.00
Palm Coast Music Festival	\$	12,000.00
TOTAL REQUESTED	\$	85,392.00

City of Palm Coast, Florida Agenda Item

Agenda Date: October 13, 2026

Agenda Item: E.3

Department CITY ADMINISTRATION Division	Amount Org/Account #
Subject: PRESENTATION - YMCA	
Presenter: Kyle Berryhill, Fire Chief	
Attachments: 1. Lease Agreement	
Background: At a prior City Council Meeting, City Council directed staff to develop a Lease Agreement with the YMCA, which is attached to the agenda item for consideration.	
Recommended Action: FOR PRESENTATION AND DIRECTION	



AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the **CITY OF PALM COAST**, a Florida municipal corporation, whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, hereinafter referred to as "**CITY**," and the **VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC. ("YMCA")**. CITY and YMCA shall be collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the YMCA has expressed a desire to provide a YMCA Recreation Facility and its services to the Citizens of City of Palm Coast; and

WHEREAS, the following recitals are true and constitute a material inducement to the CITY to enter into this Lease agreement:

WHEREAS, The CITY is the owner in fee simple absolute of certain property located at 1580 Central Avenue, Palm Coast, Florida 32136; and

WHEREAS, the YMCA desires to collaboratively develop the property in conjunction with CITY into a YMCA Recreational Facility located at 1580 Central Avenue, Palm Coast, Florida 32164.

WHEREAS, the YMCA has expressed a willingness to build and operate a YMCA for the purpose of allowing public use of the facilities and programs in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the City Council of the City of Palm Coast finds and determines that a public purpose would be met by assuring the public of the benefits of healthy and wholesome recreation programs for all ages provided by the YMCA for the benefit of the Palm Coast community; and

WHEREAS, the parties desire to agree to certain terms and conditions relative to the collaborative development of a YMCA on the property; and

WHEREAS, this Agreement serves a legitimate and important public purpose; and

WHEREAS, this Agreement conforms with all applicable provisions of State law and the Charter, codes and ordinances of CITY.

NOW, THEREFORE, in consideration of the premises, mutual covenants, agreement and promises herein contained, the parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The following recitals are true and constitute a material inducement to the CITY to enter into this Lease Agreement: The Parties hereby acknowledge that the YMCA shall be the lessee under the Lease Agreement. The CITY is the owner in fee simple absolute of certain property located at 1580 Central Avenue, Palm Coast Florida, 32164, ("Property") and is more particular described in Exhibit "A," attached hereto and made a part of this Lease Agreement. The CITY is agreeable to leasing the underlying land to the YMCA, and the YMCA hereby agrees to lease said land from the CITY and to construct, own, and operate a YMCA Recreational Facility (along with any future improvements) situated thereon, with such facility to be owned exclusively by the YMCA. The Parties will collaborate together to develop a YMCA Recreation Facility on the Property and any future development proposals or construction must be approved by the CITY. It is intended that CITY will permit the YMCA to operate the YMCA Recreational Facility once it is developed subject to the lease that sets forth all terms and conditions of use and compensation to the CITY in the amount of ONE DOLLAR (\$1.00) per year. The City Agrees to contribute two hundred fifty thousand dollars (\$250,000.00) from State appropriations toward the construction and development of the YMCA Recreational Facility. In addition, the City agrees to contribute two million dollars (\$2,000,000.00) in fiscal year 2027, five hundred thousand dollars (\$500,000.00) in fiscal year 2028, and five hundred thousand dollars (\$500,000.00) in fiscal year 2029 towards the construction of the YMCA Recreation Center. Each payment will be received by the YMCA on April 1st of the designated fiscal year. The CITY finds that such activities serve a public purpose for the betterment of the citizens of the CITY.

SECTION 2. TERM OF LEASE. The term of the lease shall be for thirty-five (35) years, commencing on the 1st day of **Month, 2026**, and extending until midnight on **Month 31, 2061**, and for any additional period of time during which the property and YMCA Recreational Facility is leased by the YMCA.

SECTION 3. USE OF THE PROPERTY.

(A) CITY agrees that the YMCA shall use the Property exclusively for the construction, operation, and maintenance of a YMCA Recreation Facility. The YMCA Recreation Facility shall mean the approximately 44,000+/- square foot facility and all related improvements, which includes, but is not limited to, an Olympic-size swimming pool, wellness center, sports gym, locker rooms, childcare area, group exercise rooms, and all related amenities. No other use shall be permitted without prior written consent of the City. YMCA shall comply with all federal, state, and local laws, rules and regulations applicable to developing a YMCA Recreational Facility and for the use of the Property. Parties hereto agree to coordinate any special events and/or programs within their operations, subject to the terms and conditions contained herein. The YMCA shall apply for all necessary construction and development permits for the YMCA facility, swimming pool, and all planned amenities within six (6) months of the effective date of this agreement, and shall have all such facilities fully constructed, operational, and open to the public within three (3) years of the date of the permit application unless both parties to this agreement mutually agree in writing to extend either above date. Failure to meet these requirements shall constitute a material default under this Lease.

(B) The CITY may use the YMCA Recreational Facility or any portion thereof and its parking area at no cost for Official City Activities, provided the City Preschedules the use with the YMCA and it does not conflict with existing YMCA events or prior commitments/programs. Administrative and technical personnel from the YMCA's staff will be made available to the CITY for these activities. Any city requirement in excess of normal staffing and resources of YMCA shall be paid by the CITY.

(C) **FLAGLER COUNTY SCHOOL DISTRICT RIGHTS AND EXCEPTIONS.** The YMCA shall grant the Flagler County School District ("District") perpetual usage rights for Physical Education programming and District-sanctioned sports team practices and competitions pursuant to a separate agreement between the District and the YMCA.

(D) **YOUTH CLUB ACCESS.** The YMCA shall permit youth sports clubs located within the City of Palm Coast to access the facility for practices and sporting events at nominal rates, subject to scheduling availability and prior coordination with the YMCA. For the purpose of this Agreement "nominal" or "nominal rates" shall mean a minimum fee charged exclusively to cover the actual cost for the YMCA to provide the

service, limited strictly to direct, out-of-pocket operational expenses incurred (including, but not limited to, incremental staffing for supervision/security, direct utility usage during event hours, and post-event cleaning supplies and labor.) Nominal rates shall strictly exclude commercial markups or standard market rental rates, provided that a reasonable allocation for direct facility wear-and-tear or minor administrative tracking may be included but shall strictly exclude any profits margins, commercial mark-ups, or standard market rental rates.

(E) **SCHEDULE OF OPERATIONS.** The YMCA Management will determine the hours of operation of the Palm Coast YMCA. The same shall be in accordance with nationwide and local YMCA practices and policies.

(F) **CONCESSIONS.** The YMCA may, but shall not be required to, dispense food and/ or drink on the Premises for consumption by users of the YMCA facilities.

(G) **PARKING.** The YMCA will share a parking lot with the Stage at Town Center. The City will provide notice of 14 calendar days of all scheduled special events at the Stage.

(H) **FEES.** The right to set and control fees charged to members and non-members by the YMCA shall remain with the YMCA and shall not be within the control or directive of the CITY.

(I) **COMPATIBILITY.** The YMCA agrees to operate, maintain and promote the operation and maintenance of the facility in a manner consistent with nationwide and local YMCA policies and practices. The YMCA's operation of the facility shall be in accordance with applicable CITY regulations. The YMCA further agrees to comply with the reasonable request of the CITY pertaining to the operation and promotion of the facility in order to provide for the safety of YMCA members and the public. YMCA agrees that its operation of the facility as a YMCA facility will not unreasonably interfere with the use of the contiguous park area by members of the general public or by the CITY. It is the Parties' intention that the operation of the facility will be compatible with the Parks and Recreation programs of the CITY and/ or programs within their operations. Nothing in this Lease Agreement shall prohibit the CITY from providing any and all programming it deems necessary to meet the needs of the Palm Coast community. YMCA agrees that it will not discriminate in its hiring or promotional practices.

(J) ADDITIONAL TAXES. The Parties acknowledge that as a YMCA facility, YMCA presently enjoys a tax exempt status, however, to the extent the same may be applicable, YMCA shall pay all taxes, including all personal property taxes, all real property taxes, leasehold improvement and/or leasehold interest taxes, sales taxes which may be assessed against or arise by reason of YMCA's leasing of the Demised Premises or its operation of the facilities as a YMCA facility.

SECTION 4. YMCA ADDITIONS AND IMPROVEMENTS. The YMCA shall not, without first obtaining the written consent of the CITY, through the City Manager, make any alterations, additions or improvements (collectively, "Alterations") in, to or about the Property, except as stated herein. Unless the Alterations affect the Properties common facilities or systems or would otherwise require a building permit, CITY shall not unreasonably withhold or delay its consent to non-structural or non-mechanical Alterations. YMCA may perform minor Alterations that would be considered exclusively cosmetic improvements, having no impact on the structure or the mechanical systems, such as painting, carpet, and/or window coverings, without the prior consent of the CITY. Except as stated herein, all Alterations to the Property shall be subject to review for compliance and written approval by the CITY prior to such Alterations being made.

(A) Prior to making any Alterations, YMCA shall submit to CITY detailed plans and specifications for Alterations. All Alterations shall be accomplished in accordance with the following conditions:

1. For all contemplated Alterations to the components of the building and surrounding site improvements of the Property, YMCA shall obtain written approval from the City Manager.

2. YMCA shall apply for and obtain such permits as may be required under the Land Development Code of the City of Palm Coast, Florida and other governing entities, if applicable. YMCA shall provide performance and payment bonds equal to the value of all contracts for improvements naming the CITY as an insured.

3. YMCA shall do all things necessary to prevent the filing of any liens for work, labor, services or materials performed or supplied or claimed to have been performed or supplied to YMCA, or anyone holding the Property, or any part of them, through or under YMCA. If any claim of lien is filed, YMCA

shall have it canceled of record within thirty (30) days after the date of the filing or, if YMCA in good faith determines that the lien should be contested, YMCA shall furnish security to release the claim of lien as a lien against the property and to prevent any foreclosure, pending resolution of the contest.

4.If YMCA does not release the claim of lien, the CITY may, but shall not be obligated to, release the claim of lien either by paying the amount claimed to be due or by procuring the release of claim of lien by giving security or in such other manner as may be prescribed by law. YMCA shall repay to the CITY all sums disbursed or deposited by the CITY pursuant to the foregoing provisions of this paragraph, including the CITY's cost, expenses and attorneys' fees reasonably incurred in connection therewith as additional rent hereunder on demand. Nothing contained herein shall imply any consent or agreement of the CITY to subject their interests to liability under any mechanics' or other lien law whether or not the performance or the furnishing of such work, labor, services, or materials to YMCA or anyone holding the Property, or any part of them, through or under YMCA has been consented to by the CITY.

SECTION 5. MAINTENANCE AND REPAIRS TO PROPERTY.

(A) YMCA MAINTENANCE RESPONSIBILITY.

1.YMCA shall be responsible for all costs, expenses and obligations related to day-to-day operations, repairs, replacements, and all routine maintenance necessary to develop and maintain the components of the YMCA Recreational Facility, including but not limited to day-to-day, routine maintenance, janitorial and cleaning services, electric, water, and sanitary sewer services, telecommunications services, and maintenance of the surrounding grounds areas within the YMCA Recreational Facility which may arise or become due during the term of this Lease Agreement. Ground maintenance shall include but not be limited to mowing, edging, landscaping and any necessary replacement thereof, irrigation and irrigation system, and tree trimming within the Property. YMCA shall be responsible for the routine maintenance of parking areas, drives and sidewalks, including but not limited to the grass/tree median areas throughout the parking lot area. It shall be the responsibility of the YMCA to notify the CITY of any necessary repairs to the parking areas, drives and sidewalks, as described hereinabove.

2. It shall be the responsibility of the YMCA to keep the Property clean, sanitary, and free from trash and debris. The complete upkeep and maintenance shall be borne by YMCA and YMCA agrees to maintain the Property in accordance with the terms and conditions of this Lease Agreement, continuing service agreements, if any, the City's Land Development Code and consistent with prudent, well-reasoned maintenance procedures and techniques.

3. Notwithstanding any language to the contrary, the Parties agree that the YMCA shall be solely responsible for the routine, ongoing maintenance of the Property to the reasonable standards established by, and to the satisfaction of, the CITY, judged by the standards established in other facilities of similar nature in the local area and as set forth in this Lease Agreement. The CITY shall have reasonable access to the Property during normal operating hours for purposes as set forth herein, and shall timely give YMCA written notice of any maintenance deficiency along with a time period of sixty (60) calendar days from date of notice to correct such deficiency.

SECTION 6. SIGNS. YMCA, at YMCA's expense, shall have the right to place upon the Property such signs or signs as may be necessary to designate the Property. Such signs shall be maintained in good condition and repair at all times by the YMCA, at YMCA's expense, and shall comply with all zoning and sign requirements of the City of Palm Coast. All permits necessary for such signs shall be obtained by YMCA at YMCA's expense.

SECTION 7. UTILITIES SERVICES. YMCA shall be responsible for all utility services and shall maintain an individual account with all the various providers. YMCA shall be responsible for arranging access to and all fees associated with telecommunications services, including but not necessarily limited to, telephone service, fire and security system monitoring, facsimile, and internet connection.

SECTION 8. ASSIGNMENT AND SUBLEASING. YMCA shall not sell, assign, sublet or in any manner transfer this Lease Agreement or any estate or interest thereunder and shall not sublet the Property or any part thereof, without prior written consent of the CITY in each instance, which consent may be withheld for any reason. The consent by the CITY to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Should YMCA assign or attempt to assign this Lease Agreement or sublet any portion of the Premised without prior written consent of the

CITY, this Lease Agreement shall be terminated forthwith, without prior notice to YMCA. No consent to assignment or encumbrance shall constitute a waiver of the provisions of this Section. However, nothing in this Section shall prohibit YMCA from engaging independent vendors, contractors, or concessionaires to provide ordinary goods, services, or programs (including, but not limited to, food/beverage concessions, athletic coaching, or health services) to facility members and the public *within* the YMCA facility, provided that such arrangements are structured strictly as operational licenses rather than real estate subleases or assignments, grant no permanent or exclusive land rights, and fully comply with all prohibited use restrictions outlined below in section 8 (A).

(A) Prohibited Commercial and Operational Uses: Notwithstanding any other provision of this Lease Agreement to the contrary, neither YMCA nor any permitted vendor, licensee, concessionaire, or other party shall use, or permit the Property, the facility, or any improvements thereon to be used for, any of the following commercial or operational activities:

(1) Regulated Retail & Controlled Substances: Smoke shops, vape shops, tobacco-related retail establishments, dispensaries, or businesses engaged in the retail sale, distribution, or marketing of THC, delta-8, cannabis, or any psychoactive hemp-derived products.

(2) Alcohol & Adult Beverages: Any retail sale or commercial distribution of alcoholic beverages of any kind (including bars, taverns, lounges, and package sales).

(3) Firearms & Weapons: Gun shops, firearm sales, ammunition sales, or indoor/outdoor shooting ranges.

(4) General Compliance Mandate: Any use, operation, or activity that is prohibited or restricted by zoning regulations, local municipal ordinances, Community Development District (CDD) regulations, or any applicable State of Florida or Federal laws and regulations.

SECTION 9. PUBLIC RECORDS COMPLIANCE. YMCA, when acting on behalf of the CITY for rehabilitation and completion of the improvements provided for herein, shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(A) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(B) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D) Meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

SECTION 10 .DEFAULT, REMEDIES, AND ABANDONMENT.

(A) **Events of Default.** The following shall be considered "Events of Default":

Unless otherwise stated herein, YMCA's failure to perform, or YMCA's material violation or material breach of, any of the terms, covenants, or conditions of this Lease Agreement, which said failure, violation or breach shall continue un-remedied by YMCA for a period of sixty (60) days after CITY has delivered written notice thereof to YMCA. YMCA shall take immediate steps to remedy the breach and shall diligently pursue such steps until completed and reasonably accepted by the CITY. No default as set forth under this Section shall be deemed to continue if and so long as YMCA diligently proceeds to cure in good faith or is delayed in or prevented from curing by facts or circumstances beyond YMCA's control. If said failure, violation or breach continues after the expiration of a reasonable time to cure, as provided herein, then the CITY may terminate YMCA's right to possession of the Premises and enter the Premises and remove all persons, furniture and equipment located therein, and may seek any and all other remedies available to the CITY by statute or law.

(B) Effect of an Event of Default and Remedies of the City. Upon the occurrence of any Event of Default, as a result thereof and without other action by CITY, CITY shall have the following options:

1. Declare the rights of YMCA under this Lease Agreement terminated, and thereafter recover possession of the Premises and remove all persons, furniture and equipment located therein through legal process;

2. Pursue any other remedies available at law or in equity to City on account of the Event of Default. City agrees to use reasonable efforts to mitigate damages on account of any default by YMCA. All of the remedies herein before given to City and all rights and remedies given to it by law and equity shall be cumulative and concurrent. The taking or recovering of the Demised Premises shall not deprive City of any of its remedies or actions against YMCA for rent or any and all other sums due, nor shall the bringing of any action for rent or for breach or default under any term, condition or covenant, or the resort to any other remedy herein provided for the recovery of rent, be construed as a waiver of the right to obtain possession of the Demised Premises.

3. The Parties hereto agree that for purposes of this Lease Agreement, the determination of the materiality of any violation or default shall be governed by Florida law and shall include the following criteria:

a. The extent to which the injured party will be deprived of the benefit which can reasonably be expected;

b. The extent to which the injured party can be adequately compensated for the part of the benefit of which the injured party will be deprived;

c. The extent to which the breaching party will suffer forfeiture;

d. The likelihood that the breaching party will cure; and

e. The extent to which the behavior of the breaching party comports with the standards of good faith and fair dealing.

(C) Abandonment. If the CITY has actual knowledge YMCA has abandoned the Premises, or the CITY reasonably believes YMCA has been absent from the Premises for a period of thirty (30) consecutive days then the CITY may serve written notice of abandonment upon YMCA, and after ten (10) days have elapsed since service of such notice, then the CITY may declare this Lease Agreement abandoned and shall, in such event, make reasonable efforts to relet the Premises. Damages shall include but shall not be limited to all actual damages suffered by the CITY until the Premises is relet, including reasonable expenses incurred in reletting or in attempting to relet.

(D) Reversion Upon Vacation. If the YMCA ceases operations and vacates the Premises at any time, all improvements, including the building, swimming pool, and any fixtures, shall immediately revert to the ownership of the CITY at no cost to the CITY. The YMCA shall execute any documents necessary to effectuate such transfer and shall ensure the property is free of liens or encumbrances at the time of reversion.

SECTION 11 .LOSS OR DESTRUCTION OF YMCA RECREATIONAL FACILITY. If the YMCA Recreational Facility become, as a practical matter, totally untenable after a casualty loss such as fire, storm, explosion, earthquake, or other casualty loss, this Lease Agreement shall be at an end from such time, except for the purpose of enforcing rights and obligations that may have then accrued under this Lease Agreement, including but not limited to, the payment of insurance claims, indemnity, and any remaining rental credit. The rental shall then be accounted for between the City and YMCA up to the time of such loss or destruction of the YMCA Recreational Facility, YMCA paying up to such date and the City crediting to YMCA the rents collected beyond such date, if any. Should only a part of the YMCA Recreational Facility be rendered untenable, the rental minus any rental credit shall abate in the proportion which the injured bears to the whole YMCA Recreational Facility, and such part so damaged shall be restored by the City as speedily as practicable, after which the full rent minus any rental credit shall recommence and the Lease Agreement shall continue according to its terms.

SECTION 12 .AS-IS CONDITION. YMCA, being the occupant of the Property pursuant to this Lease, acknowledges that it will accept and occupy the Property under this Lease Agreement in "AS IS" condition as the Property exists on the date of this Lease Agreement, and that CITY shall have no obligation to

improve, repair or prepare the Property, prior to the Commencement Date or, except as otherwise expressly set forth in this Lease Agreement, after the Commencement Date, for occupancy by YMCA under this Lease Agreement. YMCA ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE SUITABILITY OF THE PROPERTY FOR THE CONDUCT OF YMCA USES THEREON.

SECTION 13. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party hereto. The obligations of the YMCA shall not be obligations of CITY and the YMCA shall ensure that no liens, of any type or nature whatsoever, are placed upon the property.

SECTION 14. CITY'S RIGHT TO STRICTLY ENFORCE. Any law, usage or custom to the contrary notwithstanding, CITY shall have the right at all times to enforce all terms, conditions and covenants hereof in strict accordance herewith, notwithstanding any conduct or custom on the part of the CITY in refraining from so doing at any time or times. Further, the failure of CITY at any time or times to enforce its rights hereunder strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to any specific term, condition or covenant hereof, or as having in any way or manner modified the same.

SECTION 15. NOTICES.

(A) Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall specify by written notice to the other party delivered in accordance with.

YMCA:

CITY:

City of Palm Coast
Attn. City Manager
160 Lake Avenue
Palm Coast, Florida 32164

(B) The parties may change the person or notice address for the provisions of this section by providing notice of same as set forth in this Agreement.

SECTION 16. RECORDATION. This lease shall not be recorded by YMCA without the consent of the CITY.

SECTION 17. WASTE. YMCA agrees to commit or suffer no act that would result in damage to or waste of the Property.

SECTION 18. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be affected. To that end, the terms of this Agreement are declared severable.

SECTION 19. PARTIES NOT PARTNERS. It is expressly understood that neither the CITY nor YMCA shall be construed or held to be a partner or associate of the other in the conduct of their respective business. The relationship between the Parties hereto is and shall remain at all times that of Landlord and tenant.

SECTION 20. INDEMNIFICATION.

(A) YMCA shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of YMCA, its agents, servants, officers, officials, employees, or subcontractors.

(B) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(C) In claims against any person or entity indemnified under this Section by an employee of the YMCA or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the YMCA or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(D) The execution of this Agreement by the YMCA shall obligate the YMCA to comply with the indemnification provision in this Agreement, however, the YMCA must also comply with the provisions of this Agreement relating to insurance coverages.

SECTION 21. INSURANCE. Without limiting any of the other obligations or liabilities of YMCA, YMCA shall provide, pay for, and maintain in force, throughout the term of this Lease Agreement, the insurance coverages set forth in this Section:

(A) **ADDITIONAL INSURED.** The policy(ies) shall name the CITY as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the CITY thirty (30) days prior written notice, except for nonpayment of premium which, by law, is ten(10)days notice. The insurance shall be evidenced by a certificate in a form acceptable to the CITY, stating the amount of any "deductible" written by an insurance company with a minimum rating of A+, to the CITY and a copy of the policy or certificate of insurance shall be delivered to the CITY prior to the commencement of this Restated Lease Agreement.

(B) **FAILURE TO PROCURE.** In the event YMCA fails to procure the insurance required herein, the CITY may, but shall be under no obligation to, procure insurance in which event YMCA agrees to pay the CITY, in addition to rent, the amount of the premium on the first day of the month following the month in which the CITY notifies YMCA of the amount of the premium due.

SECTION 22. APPLICABLE LAW.

(A) This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the law of the State of Florida. In any action or proceeding required to enforce or

interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

(B) Time is of the essence in the performance of this Agreement.

SECTION 23. NONDISCRIMINATION. The YMCA agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The YMCA, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

SECTION 24. FURTHER DOCUMENTS. Each of the Parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purpose of this Agreement.

SECTION 25. FAILURE TO ENFORCE NOT WAIVER OF RIGHT. Failure by CITY to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.

SECTION 26. FORCE MAJEURE. The CITY's obligations hereunder shall be subject to the concept of force majeure. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, malfunctions, and events of a similar nature, the CITY shall be excused from providing continual utility service until the cause or causes thereof have been remedied.

SECTION 27. HEADINGS/CAPTIONS. Section headings and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereto.

SECTION 28. INTERPRETATION. The CITY and the YMCA 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 Agreement. This 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 Agreement.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same document.

SECTION 30. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between Parties relating to the subject matter of this Agreement. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the City Council of the CITY and the YMCA and executed by all Parties to this Agreement in a formal Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**VOLUSIA/FLAGLER FAMILY YOUNG MEN'S
CHRISTIAN ASSOCIATION, INC**

By: _____

Print: _____

Title: _____

Date: _____

CITY OF PALM COAST

By: _____

Print: _____

Title: _____

Date: _____

EXHIBIT "A"

EXHIBIT A

Legal Description of Parcel 06-12-31-5825-00000-0200

Lot 20, of the subdivision plat of Town Center at Palm Coast Phase 2, according to the plat thereof, as recorded in Map Book 35, Pages 63 through 68, of the Public Records of Flagler County, Florida



City of Palm Coast, Florida Agenda Item

Agenda Date: October 13, 2026

Agenda Item: J.1

Department CITY CLERK Division CITY CLERK	Amount Org/Account #
Subject: AGENDA WORKSHEET AND CALENDAR	
Presenter:	
Attachments: 1. Agenda Worksheet 2. Calendar	
Background:	
Recommended Action: AGENDA WORKSHEET AND CALENDAR	

	October 20, 2026 Business Meeting (9 a.m.)	PRESENTER
Proclamation	Rotary Club - 45th year anniversary	Council
Proclamation	Domestic Violence Month	Council
Proclamation	Medical Assistants Recognition Week	Council
Resolution	MSA with Palm Coast Historical Society	Hirst
Resolution	ILA Cold Weather Shelter	Nguyen
Resolution	Contract with UKG for Software Services	Akins
Resolution	Contract with T-Mobile for Cellular Services	Akins
Resolution	FEMA Grant Contract Agreements (2)	Hopkins/Roche
Resolution	Reservoir Environmental Cleaning Services	Roche
Resolution	Citywide Surveying and Mapping	Smith
Resolution	Piggyback for Mower Parts	Mancill
Resolution	Cultural Art Grant Recommendations	Hirst
Resolution	YMCA	Berryhill
Ordinance 2nd	Red Mill Pointe MPD	Hanson
Ordinance 2nd	Magnolia Trace (OARE) MPD Amendment	Papa
Ordinance 2nd	Lakeview Estates FLUM Amendment	Hanson
Ordinance 2nd	Lakeview Estates MPD Amendment	Hanson
Ordinance 2nd	Historical Preservation	Duffy
Ordinance 2nd	LDC	Nguyen
Ordinance 2nd	Prohibiting Direct Potable Reuse	Duffy
Ordinance 2nd	Prohibiting the Transfer of COCP Fire Rescue Department	Duffy
Resolution	Flagler County Housing Services	Hegedus/Gonzalez
Resolution	Parkway Banner for the Rotary Club of Flagler County	McDermott
Resolution	Loan Resolution	Alves
Resolution	Southern Recreation Center Fees	McDermott
	November 3, 2026 Business Meeting (ELECTION DAY)	PRESENTER
	November 10, 2026 Workshop Meeting (9 a.m.)	PRESENTER
	November 17, 2026 Business Meeting (9 a.m.)	PRESENTER
Resolution	Approving the Final 2026 General Election Results	Cook
Oath	Oath of Office for the Newly Elected Council Members	Cook
Appointment	Vice Mayor Appointment	Cook
Appointment	Council Liaison Appointments	Cook
	December 1, 2026 Business Meeting (6 p.m.)	PRESENTER
Resolution	Stormwater Pipe Lining Rehabilitation Contracts	Morales
	December 8, 2026 Workshop Meeting (9 a.m.)	PRESENTER
Presentation	Animal Control Code	Mendez
Presentation	Commercial Hauling	Mancill
Presentation	WWTP1 Updates	Roche
	December 15, 2026 Business Meeting (9 a.m.)	PRESENTER
Resolution	GMP #3 for WWTF1	Roche
Presentation	FLC SEI Accreditation	FLC
	Future	PRESENTER

Resolution	Memorandum of Understanding - Co-location for PCFD and Flagler County	Berryhill
Ordinance	Fire Rescue	Berryhill
Ordinance	Pile Burning	Berryhill
Presentation	Right-of-Way	Buckley
Resolution	Belle Terre / SR 100 Intersection Study	Castello
Resolution	Belle Terre / Seminole Woods Intersection Study	Castello
Resolution	Occupational Services	Fuller
Resolution	Cultural Arts Facility Master Plan	Gebo
Resolution	Belle Terre Park Master Plan Study	Gebo
Resolution	Palm Coast RV & Boat Storage	Hanson
Resolution	Seminole Point	Hanson
Resolution	Loop Road Phase 2 - FEC Utility Line Agreements	Kehoe/Crawford
Resolution	Loop Road Phase 2 & 4 Wetland Mitigation Credit Purchase Agreement	Kehoe/Crawford
Resolution	OKR North Phase 2 - Construction Contract, CEI Services, Project Contingenc	Kehoe/Crawford
Resolution	FY 26 Microsurfacing Contract	Kehoe/Gibson
Resolution	Soleta Lakes - Subdivision Master Plan	Lens
Resolution	Soleta Lakes - Land Exchange Agreement	Lens
Resolution	Publix Anchor - Matanzas Woods Pkwy Technical Site Plan Tier 2	Lens
Resolution	City-Wide Floodwise	Morales
Resolution	Saltwater Canal Design Status	Morales
Resolution	Ditch 10 / Graham Swamp Waterway Expansion - Design	Morales
Resolution	B-1, B-2, & B-3 (Pop offs for Bellaire Waterway) - Design	Morales
Resolution	Structure Repairs	Morales
Resolution	W-1 Weir Replacement & Upgrade - Design	Morales
Resolution	Pipe Lining	Morales
Resolution	Interlocal Agreement TPO Urban Boundary Expansion	Nguyen
Resolution	Fee Schedule	Nguyen
Resolution	City Wide Landscape Architect Review Plan	Nguyen
Presentation	Alternative Water Sources	Roche
Resolution	Seminole Woods ICI ROW	Smith/Nguyen
Resolution	Kensington Right-of-Way Agreement	Smith/Nguyen
Resolution	Whispering Pines 8.5 Acres Purchase and Sale Agreement	Smith/Nguyen
Resolution	Wholesale Store Technical Site Plan	
Ordinance	Wholesale Store FLUM	
Ordinance	Wholesale Store Rezoning	
Resolution	Wholesale Store Proportionate Share Agreement	



Meeting Calendar for 10/14/2026 through 12/31/2026

10/20/2026

City Council Business Meeting
City Hall

11/10/2026

City Council Workshop
City Hall

11/17/2026

City Council Business Meeting
City Hall

12/1/2026

City Council Business Meeting
City Hall

12/8/2026

City Council Workshop
City Hall

12/15/2026

City Council Business Meeting
City Hall