City of Palm Coast
Agenda

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

City Council Business Meeting

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

Tuesday, April 21, 2026	**9:00 AM**	**City Hall - Jon Netts Community Wing**

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. PROCLAMATIONS AND PRESENTATIONS

1. PROCLAMATION - ARBOR DAY IN PALM COAST

2. PROCLAMATION - APRIL AS AUTISM ACCEPTANCE MONTH

3. PROCLAMATION - APRIL AS VOLUNTEER APPRECIATION MONTH

4. PROCLAMATION - APRIL AS SARCOIDOSIS AWARENESS MONTH

5. PROCLAMATION - APRIL 25, 2026, AS CELEBRATE TRAILS DAY

6. PRESENTATION - YEAR-TO-DATE BUDGET OVERVIEW

E. 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.

F. APPROVAL OF MINUTES

1. APPROVE MINUTES OF THE CITY COUNCIL: APRIL 7, 2026, BUSINESS MEETING APRIL 14, 2026, WORKSHOP MEETING

G. ORDINANCES FIRST READING

1. ORDINANCE 2026-XX REPEALING AND REPLACING CHAPTER 2, ARTICLE 1, DIVISION 3 OF THE CITY OF PALM COAST CODE OF ORDINANCES

2. ORDINANCE 2026-XX APPROVING FIRST AMENDMENT TO THE 5TH AMENDMENT OF THE PALM COAST PARK MASTER PLANNED DEVELOPMENT (MPD) AGREEMENT APPLICATION # 6431

RECESS CITY COUNCIL AND CONVENE THE SR 100 CORRIDOR CRA BOARD

1. SR 100 CORRIDOR CRA RESOLUTION 2026-XX ESTABLISHING A VERTICAL DEVELOPMENT INCENTIVE PROGRAM WITHIN THE SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA

ADJOURN THE SR 100 CORRIDOR CRA BOARD AND RECONVENE CITY COUNCIL

H. RESOLUTIONS

1. RESOLUTION 2026-XX APPROVING A COMPREHENSIVE COMPENSATION AND BENEFIT SURVEY WITH EVERGREEN SOLUTIONS, LLC

2. RESOLUTION 2026- XX U-HAUL STORAGE FACILITY - PALM COAST TECHNICAL SITE PLAN - TIER 3, APPLICATION # 5979

I. CONSENT

1. **RESOLUTION 2026-XX APPROVING A CONTRACT FOR PURCHASE AND SALE WITH U-HAUL CO. OF FLORIDA FOR FUTURE RIGHT-OF-WAY**

2. **RESOLUTION 2026-XX APPROVING FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT FOR THE PALM COAST PARKWAY EXTENSION LOOP ROAD PHASE 3 PROJECT**

3. **RESOLUTION 2026-XX AUTHORIZING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF PALM COAST AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY**

4. **RESOLUTION 2026-XX APPROVING PIGGYBACKING THE TEXAS BUYBOARD NATIONAL COOPERATIVE CONTRACT (#795-26) WITH ITERIS, INC., FOR TRAFFIC SIGNAL SYSTEMS AND SAFETY BARRIER PRODUCTS AS NEEDED**

5. **RESOLUTION 2026-XX APPROVING PIGGYBACKING THE SOURCEWELL STATE OF MINNESOTA AND SAMSARA INC., CONTRACT #102924-SAM FOR FLEET AND EQUIPMENT GPS MONITORING SERVICES**

6. **RESOLUTION 2026-XX AMENDING THE MAYOR AND CITY COUNCIL MEETING POLICIES AND PROCEDURES**

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

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

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

DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

1. **EMERGENCY AND SOLE SOURCE REPORT FOR MARCH 2026**

M. ADJOURNMENT

1. **AGENDA WORKSHEET AND CALENDAR**

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026

Department CITY ADMINISTRATION **Division**	**Amount** **Org/Account #**
Subject: PROCLAMATION - ARBOR DAY IN PALM COAST	
Presenter: **Mayor and City Council**	
Attachments: 1. Proclamation	
Background: The City of Palm Coast would like to proclaim May 2, 2026, as Arbor Day in Palm Coast.	
Recommended Action: **PROCLAIM MAY 2, 2026, AS ARBOR DAY IN PALM COAST**	

PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and City Council of the City of Palm Coast, Florida, that May 2, 2026, be declared:

ARBOR DAY IN PALM COAST

and urges all of its citizens to support efforts to protect our trees and woodlands and to plant trees, which will promote the well-being of this and future generations.

SIGNED this 21st day of April 2026.

ATTEST:

_____
Kaley Cook, City Clerk

CITY OF PALM COAST, FLORIDA

_____
Michael Norris, Mayor

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026 **Agenda Item:** D.2

Department CITY ADMINISTRATION **Division**	**Amount** **Org/Account #**
Subject: PROCLAMATION - APRIL AS AUTISM ACCEPTANCE MONTH	
Presenter: **Mayor and City Council**	
Attachments: 1. Proclamation	
Background: The City of Palm Coast would like to proclaim April as Autism Acceptance Month.	
Recommended Action: **PROCLAIM APRIL 2026 AS AUTISM ACCEPTANCE MONTH**	

PROCLAMATION

WHEREAS, autism is a spectrum condition that affects individuals differently, encompassing a wide range of strengths, abilities, and support needs across communication, behavior, and social interaction; and

WHEREAS, autism is a lifelong developmental condition that impacts individuals and families across all communities, and current data from the Centers for Disease Control and Prevention (CDC) indicate that approximately 1 in 31 children in the United States is identified with autism, reflecting its significant presence in our society; and

WHEREAS, individuals on the autism spectrum bring unique talents, perspectives, and contributions that enrich our community and strengthen the fabric of our society; and

WHEREAS, individuals with autism may face challenges related to access to education, employment, healthcare, and community inclusion, underscoring the need for greater awareness, acceptance, and support; and

WHEREAS, Autism Acceptance Month, observed in April, is an opportunity to promote understanding, celebrate neurodiversity, and foster a culture of belonging where all individuals are valued and respected; and

WHEREAS, Cedar Bridge Foundation is dedicated to empowering individuals with autism and other developmental differences through advocacy, life skills development, and community-based programs that promote independence, confidence, and connection; and

WHEREAS, building an inclusive community requires collaboration among families, caregivers, educators, employers, and community leaders to ensure that individuals on the autism spectrum are supported and given opportunities to thrive.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Palm Coast, Florida, that the month of April 2026 be officially designated as:

AUTISM ACCEPTANCE MONTH

in Palm Coast and encourage all residents to recognize the strengths and contributions of individuals on the autism spectrum, promote acceptance, and support efforts that create a more inclusive and compassionate community for all.

SIGNED this 21st day of April 2026.

ATTEST:

_____
Kaley Cook, City Clerk

CITY OF PALM COAST, FLORIDA

_____
Michael Norris, Mayor

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026 **Agenda Item:** D.3

Department CITY ADMINISTRATION **Division**	**Amount** **Org/Account #**
Subject: PROCLAMATION - APRIL AS VOLUNTEER APPRECIATION MONTH	
Presenter: **Mayor and City Council**	
Attachments: 1. Proclamation	
Background: Flagler Volunteer Services has requested that the City of Palm Coast proclaim April 2026 as Volunteer Appreciation Month.	
Recommended Action: **PROCLAIM APRIL 2026 AS VOLUNTEER APPRECIATION MONTH**	

PROCLAMATION

WHEREAS, April is Florida Volunteer Month. This month was established as the official time to recognize and celebrate the efforts of volunteers at the local, state, and national levels; and

WHEREAS, volunteers can connect with local community service experiences through hundreds of community service organizations including Flagler Volunteer Services; and

WHEREAS, volunteers address the most pressing challenges facing our cities, counties and our nation, from educating students for the jobs of the 21st century and supporting veterans and military families to preserving the environment and helping communities recover from natural disasters; and

WHEREAS, volunteering enhances the lives of volunteers, increases self-esteem and physical well-being, provides opportunities to learn new skills and abilities and offers the chance to meet new friends and associates; and

WHEREAS, nonprofits, charities, community and faith-based groups, schools, national service programs and volunteer centers such as Flagler Volunteer Services have joined with state and local governments to celebrate and praise volunteers who have given tirelessly and selflessly to the service of others; and

WHEREAS, volunteers are vital to our future as a caring and productive nation.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Palm Coast, Florida, that April 2026, be officially designated as:

VOLUNTEER APPRECIATION MONTH

and encourage residents to acknowledge the positive impact volunteers achieve in our community as they dedicate themselves tirelessly and selflessly to make Palm Coast a loving place in which to live, work, and play.

SIGNED this 21st day of April 2026.

ATTEST:

_____

Kaley Cook, City Clerk

CITY OF PALM COAST, FLORIDA

_____

Michael Norris, Mayor

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026 **Agenda Item:** D.4

Department	CITY CLERK	**Amount**	
Division	CITY CLERK	**Org/Account #**	
Subject:	PROCLAMATION - APRIL AS SARCOIDOSIS AWARENESS MONTH		
Presenter:	**Mayor and City Council**		

Attachments:

1. Proclamation

Background:

The City of Palm Coast would like to proclaim April as Sarcoidosis Awareness Month.

Recommended Action:

PROCLAIM APRIL 2026 AS SARCOIDOSIS AWARENESS MONTH

PROCLAMATION

WHEREAS, sarcoidosis is a rare, multi-organ inflammatory disease that can be debilitating and, in some cases, life-threatening, affecting an estimated 175,000 individuals across the United States, with no known cause or cure and limited treatment options for chronic cases; and

WHEREAS, the symptoms of sarcoidosis vary widely depending on the organs affected and may include severe fatigue, shortness of breath, irregular heartbeat, vision impairment, joint and muscle pain, neurological complications, skin conditions, and mental health challenges such as anxiety and depression, significantly impacting quality of life; and

WHEREAS, sarcoidosis can affect individuals of any age, race, or gender, but is most commonly diagnosed in adults between the ages of 30 and 50 and occurs at a higher rate among African Americans; and

WHEREAS, sarcoidosis is often difficult to diagnose, as there is no single definitive test, requiring extensive medical evaluation and ongoing care, which can place a significant emotional and financial burden on patients and their families; and

WHEREAS, dedicated researchers, healthcare professionals, caregivers, and advocates continue to work toward improving diagnosis, treatment, and support for those affected, while raising awareness and advancing research efforts to better understand this disease.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Palm Coast, Florida, that the month of April 2026 be officially designated as:

SARCOIDOSIS AWARENESS MONTH

and encourage all residents to join in raising awareness and supporting those impacted by this condition.

SIGNED this 21st day of April 2026.

ATTEST:

_____
Kaley Cook, City Clerk

CITY OF PALM COAST, FLORIDA

_____
Michael Norris, Mayor

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026 **Agenda Item:** D.5

Department CITY ADMINISTRATION **Division**	**Amount** **Org/Account #**
Subject: PROCLAMATION - APRIL 25, 2026, AS CELEBRATE TRAILS DAY	
Presenter: **Mayor and City Council**	
Attachments: 1. Proclamation	

Background:

Celebrate Trails Day is an annual event that encourages people to explore and enjoy their local trails. Organized by the Rails-to-Trails Conservancy and recognized by communities across the country, this celebration highlights the many ways trails enhance health, recreation, and connectivity.

With more than 130 miles of trails, Palm Coast is proud to offer residents and visitors opportunities to walk, bike, and experience the area's natural beauty. In partnership with the Flagler County Tourism Development Office, the City of Palm Coast is recognizing Celebrate Trails Day to promote outdoor activity, environmental stewardship, and the importance of maintaining our trail system.

Recommended Action:
PROCLAIM APRIL 25, 2026, AS CELEBRATE TRAILS DAY

PROCLAMATION

WHEREAS, Celebrate Trails Day is an annual event held on the fourth Saturday of April, encouraging people to explore their local trails and experience the many benefits of outdoor recreation; and

WHEREAS, the Rails-to-Trails Conservancy, a national leader in trail, walking, and cycling advocacy, organizes this event to unite communities across the country, inspiring more than 20,000 participants to walk, bike, and connect with nature; and

WHEREAS, Celebrate Trails Day highlights the many ways that trails and interconnected networks enhance lives—promoting physical and mental well-being, fostering community involvement, and creating opportunities for environmental stewardship; and

WHEREAS, the City of Palm Coast is proud to partner with the Flagler County Tourism Development Office to organize local Celebrate Trails Day events, including guided walks, educational sessions on trail conservation, and opportunities to explore the areas diverse natural landscapes; and

WHEREAS, Palm Coast's extensive network of more than 130 miles of trails and pathways connects parks, neighborhoods, and green spaces, providing residents and visitors with accessible opportunities for walking, biking, and outdoor adventure, while also supporting local tourism and showcasing the region's natural beauty—from scenic waterfronts to shaded forest trails.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Palm Coast, Florida, that April 25, 2026, be officially designated:

CELEBRATE TRAILS DAY

SIGNED this 21st day of April 2026.

ATTEST: CITY OF PALM COAST, FLORIDA

_____ _____

Kaley Cook, City Clerk Michael Norris, Mayor

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026 **Agenda Item:** D.6

Department	FINANCE	**Amount**	
Division	FINANCE	**Org/Account #**	
Subject:	PRESENTATION - YEAR-TO-DATE BUDGET OVERVIEW		
Presenter:	**Finance Department**		

Attachments:

1. Presentation

Background:

City Council adopted the Fiscal Year 2026 Budget on the 24th day of September 2025, in the amount of $696,444,327 – Resolution 2025-152.

Budget & Procurement Manager, Gwen Ragsdale, and Accountant, Raelene Bowman, will be presenting the Year-to-Date Budget results for operating departments for Fiscal Year 2026, October through March.

Recommended Action:

FOR PRESENTATION ONLY

Year to Date

Operating Budget to Actual
Through March 31, 2026

Tuesday, April 21, 2026

FINANCE DEPARTMENT

PALM COAST

YEAR TO DATE REVENUES

Fiscal Year 2026 Revenues for the General Fund Through March 31, 2026

OPERATING REVENUES	FISCAL YEAR 2026 APPROVED BUDGET	FISCAL YEAR 2026 ACTUAL Recorded as of March 31,2026	FISCAL YEAR 2026 ACTUAL as a % of Budget	FISCAL YEAR 2025 as a % of Budget (comparison purposes only)
Ad Valorem Tax (Property Tax payment deadline April 1st)	42,698,778	39,930,699	94%	93%
1/2 Cent Sales Tax	4,344,751	1,353,573	31%	32%
Communications Services Tax	3,009,154	1,006,754	33%	33%
State Revenue Sharing	1,390,684	680,252	49%	49%
Other Taxes	1,189,586	195,130	16%	14%
Permits, Fees and Assessments	2,770,155	1,413,617	51%	64%
Judgements, Fines and Forfeitures	658,183	263,040	40%	57%
Other Revenue, and Interest Income	459,952	777,616	169%	211%
Parks and Recreation	506,000	274,276	54%	49%
Palm Harbor Golf Course	1,859,619	1,160,945	62%	61%
Southern Recreation Center	400,000	229,215	57%	67%
Aquatics Center	90,000	12,037	13%	22%
Other Charges for Services	594,717	230,065	39%	55%
Intergovernmental - Grants	48,279	9,302	19%	0%
Internal Service Transfers	4,089,569	2,040,253	50%	51%
Paid in Lieu of Tax	1,342,533	1,342,533	100%	100%

Fiscal Year 2026 Revenues for the Proprietary Fund Through March 31, 2026

OPERATING REVENUES	FISCAL YEAR 2026 APPROVED BUDGET	FISCAL YEAR 2026 ACTUAL Recorded as of March 31,2026	FISCAL YEAR 2026 ACTUAL as a % of Budget	FISCAL YEAR 2025 as a % of Budget (comparison purposes only)
Water and Wastewater Fund	84,273,128	37,625,583	45%	45%
Stormwater Management Fund	25,011,914	14,309,003	57%	58%
Collections and Sanitation Fund	19,698,024	8,411,775	43%	42%
Building Fund	3,779,254	1,595,092	42%	48%
Information Technology Enterprise Fund	1,226,231	467,060	38%	60%

Operating Revenues do not include appropriated fund balance, capital grants or loan proceeds

YEAR TO DATE

EXPENSES/EXPENDITURES

PALM COAST

Fiscal Year 2026 Expenditures
Through March 31, 2026

ADMINISTRATION AND FINANCE	FISCAL YEAR 2026 APPROVED BUDGET	FISCAL YEAR 2026 ACTUAL Recorded as of March 31,2026	FISCAL YEAR 2026 ACTUAL as a % of Budget	FISCAL YEAR 2025 as a % of Budget (comparison purposes only)
City Council	449,077	186,868	42%	49%
City Manager and City Clerk	1,334,237	544,954	41%	35%
Communications & Marketing	742,022	343,130	46%	39%
Human Resources	1,264,171	555,343	44%	38%
City Attorney	790,000	412,251	52%	34%
Financial Services	2,267,599	1,000,295	44%	40%
Construction Management and Engineering	1,482,102	620,054	42%	40%
Total Administrative and Finance	$8,329,208	$3,662,895	44%	39%

Fiscal Year 2026 Expenditures
Through March 31, 2026

COMMUNITY DEVELOPMENT	FISCAL YEAR 2026 APPROVED BUDGET	FISCAL YEAR 2026 ACTUAL Recorded as of March 31,2026	FISCAL YEAR 2026 ACTUAL as a % of Budget	FISCAL YEAR 2025 as a % of Budget (comparison purposes only)
Planning	3,917,366	1,662,345	42%	40%
Code Enforcement	3,812,865	1,609,976	42%	43%
Building	3,779,254	1,486,878	39%	39%
Business Tax	226,919	95,561	42%	42%
Economic Development	475,323	160,216	34%	22%
Total Community Development	$12,211,727	$5,014,976	40%	37%

Fiscal Year 2026 Expenditures
Through March 31, 2026

PUBLIC SAFETY	FISCAL YEAR 2026 APPROVED BUDGET	FISCAL YEAR 2026 ACTUAL Recorded as of March 31,2026	FISCAL YEAR 2026 ACTUAL as a % of Budget	FISCAL YEAR 2025 as a % of Budget (comparison purposes only)
Fire Department Services	16,002,655	6,752,956	42%	43%
Flagler County Sheriff - Enhanced Svcs Contract - (Actual is 7 payments)	11,181,587	6,379,864	57%	57%
Total Public Safety	$27,184,242	$13,132,820	50%	50%

Fiscal Year 2026 Expenditures
Through March 31, 2026

PARKS AND RECREATION	FISCAL YEAR 2026 APPROVED BUDGET	FISCAL YEAR 2026 ACTUAL Recorded as of March 31,2026	FISCAL YEAR 2026 ACTUAL as a % of Budget	FISCAL YEAR 2025 as a % of Budget (comparison purposes only)
Parks and Recreation	2,802,611	1,139,668	41%	42%
Palm Harbor Golf Course	2,182,422	812,009	37%	49%
Southern Recreation Center	761,508	349,734	46%	54%
Aquatic Center	500,301	188,323	38%	33%
Parks Maintenance	3,916,202	1,848,304	47%	47%
Total Parks and Recreation	$10,163,044	$4,338,038	42%	45%

Fiscal Year 2026 Expenditures
Through March 31, 2026

PUBLIC WORKS	FISCAL YEAR 2026 APPROVED BUDGET	FISCAL YEAR 2026 ACTUAL Recorded as of March 31,2026	FISCAL YEAR 2026 ACTUAL as a % of Budget	FISCAL YEAR 2025 as a % of Budget (comparison purposes only)
Public Works -Streets	10,321,742	4,922,410	48%	46%
Collections and Sanitation	19,698,024	8,233,523	42%	41%
Fleet Management Operations	4,489,057	1,818,059	40%	42%
Fleet Management Capital Outlay	4,755,968	4,277,944	90%	52%
Facilities Maintenance	2,273,201	925,552	41%	42%
Total Public Works	$41,537,992	$20,177,488	52%	45%

Fiscal Year 2026 Expenses
Through March 31, 2026

WATER AND WASTEWATER UTILITY	FISCAL YEAR 2026 APPROVED BUDGET	FISCAL YEAR 2026 ACTUAL Recorded as of March 31,2026	FISCAL YEAR 2026 ACTUAL as a % of Budget	FISCAL YEAR 2025 as a % of Budget (comparison purposes only)
Administration	4,608,606	2,004,345	43%	44%
Wastewater Divisions	14,509,905	6,200,548	43%	45%
Water Divisions	20,297,917	7,888,576	39%	44%
Utility Non-Departmental*	48,797,892	24,575,581	50%	60%
Total Water and Wastewater Utility	$88,214,320	$40,669,050	46%	48%

*Includes Transfer to Utility Capital Projects $14.5M and Paid in Lieu of Tax of $1.1M
Debt Service – Principal $7.1M, Interest $606K = $7.7M

Fiscal Year 2026 Expenses
Through March 31, 2026

STORMWATER MANAGEMENT	FISCAL YEAR 2026 APPROVED BUDGET	FISCAL YEAR 2026 ACTUAL Recorded as of March 31,2026	FISCAL YEAR 2026 ACTUAL as a % of Budget	FISCAL YEAR 2025 as a % of Budget (comparison purposes only)
Stormwater Engineering*	2,251,842	792,187	35%	32%
Stormwater Maintenance	12,952,195	5,035,714	39%	41%
Stormwater Non-departmental**	6,708,468	1,499,784	22%	56%
Total Stormwater Management	$21,912,505	$7,327,685	33%	43%

*Capital Budget is not included

** Paid in Lieu of Taxes $159K, Principal $259K, Interest $502K

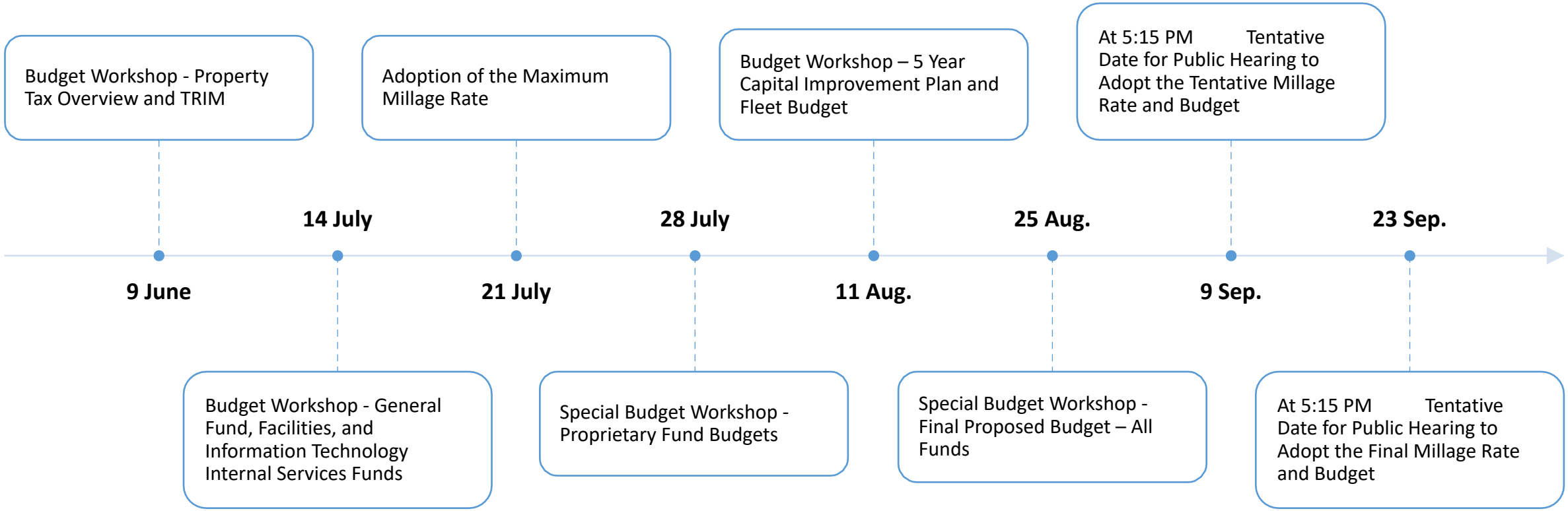
Fiscal Year 2026 Expenses
Through March 31, 2026

INFORMATION TECHNOLOGY (IT)	FISCAL YEAR 2026 APPROVED BUDGET	FISCAL YEAR 2026 ACTUAL Recorded as of March 31,2026	FISCAL YEAR 2026 ACTUAL as a % of Budget	FISCAL YEAR 2025 as a % of Budget (comparison purposes only)
Information Technology Enterprise Fund	1,576,231	230,759	15%	27%
Information Technology Internal Services	6,873,140	3,759,818	55%	56%
Total Information Technology	$8,449,371	$3,990,577	35%	42%

BUDGET NEXT STEPS

PALM COAST

Looking Ahead



Learn more!

Visit www.palmcoastgov.com and click the link

Access to the Fiscal Year 2027 budget calendar, budget worksheets, and previous Council Presentations

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026 **Agenda Item:** F.1

Department CITY CLERK **Division** CITY CLERK	**Amount** **Org/Account #**
Subject: APPROVE MINUTES OF THE CITY COUNCIL: APRIL 7, 2026, BUSINESS MEETING APRIL 14, 2026 WORKSHOP MEETING	
Presenter: **Kaley Cook, City Clerk**	
Attachments: 1. Minutes (2)	
Background:	
Recommended Action: **APPROVE THE MINUTES OF THE APRIL 7, 2026, BUSINESS MEETING AND APRIL 14, 2026 WORKSHOP MEETING**	

City of Palm Coast
Minutes

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

City Council Business Meeting

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

Tuesday, April 7, 2026	**5:30 PM**	**City Hall - Jon Netts Community Wing**

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

A. PROCLAMATIONS AND PRESENTATIONS - 5:30 P.M.

1. PROCLAMATION - APRIL 12-18, 2026, AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

Mayor Norris and Mr. McGlothlin presented the proclamation to Flagler County Sheriff's Office staff members.

Christina Mortimer, Flagler County Sheriff's Office, shared about the Sheriff's Office dispatch center and thanks for the support.

City Council shared comments and appreciation for the Sheriff's Office staff.

2. PROCLAMATION - WATER CONSERVATION MONTH

Mayor Norris and Mr. McGlothlin presented the proclamation to Utility staff.

Brian Roche, Utility Director, shared comments and thanks.

City Council shared thanks to the Utility staff.

3. PROCLAMATION - PARKINSON'S AWARENESS MONTH

Mayor Norris and Mr. McGlothlin presented the proclamation to members of the community.

Renee Shoner, with the Parkinson's Flagler Palm Coast group, shared comments.

4. PROCLAMATION - FAIR HOUSING MONTH IN PALM COAST

Mayor Norris and Mr. McGlothlin presented the proclamation.

Valerie Clymer, Flagler County Affordable Housing Committee, shared thanks and details of an upcoming Housing Fair.

Ms. Gonzalez shared additional details about the resources that will be available at the upcoming fair.

City Council shared comments and thanks.

5. PRESENTATION - 25 YEAR ICMA RECOGNITION

Mr. Kelton, on behalf of the Florida City and County Management Association, provided the recognition.

B. CALL TO ORDER

Mayor Norris called the meeting to order at 6:00 p.m.

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

D. ROLL CALL

City Clerk Kaley Cook called the roll. All members were present.

E. 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.

Mark Stancel discussed a code enforcement violation at his neighbor's home and inconsistent enforcement.

Jeani Duarte discussed a boil water notice that is missing from the City's website, wanted the 3/17 minutes to be corrected, discussed Charter language, unanswered questions, and transparency and accountability.

A resident (name not provided) asked about the status of projects, why there are project delays, flooding on Rymfire, and issues with e-bikes on sidewalks.

Bruce Stone discussed disrespectful behavior.

John Gilliard discussed commercial vehicles, increased parking in swales, residential traffic issues, and asked Council to look deeper.

Lori Torentino discussed Palm Coast as an incorporated City, dog licensure, and lack of residents licensing their dogs.

Gary Kunnas asked what has been done for residents, discussed items that have been ignored, and poor planning.

Dennis McDonald discussed the search for a Deputy City Manager, Chief of Staff and additional assistant positions, and federal employee pay scales.

Jeremy Davis discussed the rain today, levels during sustained rainfall, impacts from neighboring elevated homes, and preservation of records.

Vice Mayor Pontieri replied to public comments regarding pet licensure fees, review of equal code enforcement, and parking commercial vehicles in residential areas.

Council Member Miller highlighted a one commercial vehicle per household limit and pet licensure fees.

Mr. McGlothlin shared details of Code Enforcement and assigned zones, boil water notices, and that Mr. Kelton was the City's first City Manager.

Ms. Kershaw shared about boil water notices and the notification process.

Mayor Norris discussed the City's e-bike ordinance and asked Mr. McGlothlin to address flooding on Rymfire.

F. APPROVAL OF MINUTES

6. MINUTES OF THE CITY COUNCIL: MARCH 17, 2026, BUSINESS MEETING

Mayor Norris discussed Charter language and public comments.

Attorney Duffy shared a reminder for procedure to seek approval of the minutes.

Motion by Council Member Sullivan, seconded by Council Member Gambaro, to approve the Minutes of March 17, 2026, Business Meeting. The motion passed unanimously.

Mayor Norris replied to the comments from Ms. Duarte.

G. RESOLUTIONS

7. RESOLUTION 2026-44 APPROVING A WORK ORDER FOR DESIGN SERVICES FOR TOWN CENTER BOULEVARD WIDENING

Mayor Norris read the title into the record.

Council discussed lack of state appropriations, funding options, and design costs. Mr. Cote provided the requested details.

Sean Castello, Traffic Engineer II, presented the topic to Council. Topics presented included: Town Center Boulevard concerns, potential roadway improvements, short-term improvements, and the request for approval.

City Council held discussion on the following topics: request for alternative options, funding, working with the CDD to make sure that we are using the funds in the best way possible, the area as one of the biggest complaints received, traffic pattern, taking increased traffic flows into consideration, crosswalk signalization, reducing danger, effectiveness of byways, potential for the work to be done overnight during non-peak hours, amendments, and funding sources for repaving and patching.

Motion by Council Member Gambaro, seconded by Vice Mayor Pontieri, to approve the Resolution approving a work order for design services for Town Center Boulevard widening.

Public comment:
Mark Stancel discussed modernization of the Town Center roundabout, not spending money on items that aren't needed, and addressing the dire needs.

Mark Webb discussed a prior request for a roundabout and residents not knowing how to use a roundabout.

Tony Amaral asked for the timeframe to implement the short-term solutions.

Mr. Castello and Mr. Cote provided the details as requested.

Passed

Approved – Vice Mayor Pontieri, Council Member Gambaro, Council Member Sullivan, Council Member Miller, Mayor Norris

Vice Mayor Pontieri asked Mr. Cote to provide details that were referenced by Mr. Stancel during public comment.

8. RESOLUTION 2026-45 APPROVAL OF A GUARANTEED MAXIMUM PRICE (GMP) CONTRACT AMENDMENT FOR CONSTRUCTION SERVICES, ENGINEERING SERVICES, AND A PROJECT CONTINGENCY FOR THE WASTEWATER TREATMENT FACILITY NO.1 ELECTRICAL UPGRADES

Mayor Norris read the title into the record.

Mr. Roche provided key details of the item.

City Council held discussion on how this will improve the system and summary of costs.

Helena Alves, Financial Director, shared details of the utility bond.

Motion by Council Member Gambaro, seconded by Council Member Miller, to approve a guaranteed maximum price (gmp) contract amendment for construction services, engineering services, and a project contingency for the wastewater treatment facility no.1 electrical upgrades

Public Comment:
There were none.

Passed

Approved –Council Member Gambaro, Council Member Sullivan, Council Member Miller, Vice Mayor Pontieri, Mayor Norris

H. CONSENT

Motion by Vice Mayor Pontieri, seconded by Council Member Miller, to approve the consent agenda and pull item 10 from the consent agenda.

Public Comment:
There were none.

The motion passed unanimously.

9. RESOLUTION 2026-46 APPROVING PROPOSED TERMS WITH SPECTRUM FOR INTERNET AND RELATED SERVICES

10. RESOLUTION 2026-XX APPROVING A COMPREHENSIVE COMPENSATION AND BENEFIT SURVEY WITH EVERGREEN SOLUTIONS, LLC

Motion by Vice Mayor Pontieri to table the item to the next business meeting, seconded by Council Member Sullivan. The motion passed unanimously.

City Council held lengthy discussion on the topic including in-house versus external study, results of the study, use of the results, and prior direction given to staff.

Lisa Lynch, Human Resources Manager, provided details as requested.

Mr. McGlothlin and Attorney Duffy highlighted prior Council direction and staff time spent on the item thus far.

Kyle Berryhill, Interim Deputy City Manager, discussed the strategic action plan process and priority, the difference between an in-house and external study, and looked for Council direction.

Vice Mayor Pontieri asked if staff can include a projection of staff time so that Council can compare in-house cost to contractor cost and comparison for cost for other cities when the item returns at the April 21, 2026, Business Meeting.

Council Member Gambaro asked to include the specific meeting when this was approved and for Council to receive the meeting date, link to the recording, and minutes.

Public comment:
Denise Henry supported handling the item in-house and that all data can be verified through research.

Mark Stancel stated that if you have confidence in your HR staff, then there shouldn't be a conflict. If you don't trust them, then go external to save money.

Council Member Miller replied that he has full trust in the HR staff and did not want to make them a target or have others question their motives.

11. RESOLUTION 2026-47 APPROVING A MASTER SERVICES AGREEMENT WITH RCM UTILITIES, LLC FOR PUMP STATION IMPROVEMENTS

12. RESOLUTION 2026-48 APPROVING A MASTER SERVICES AGREEMENT WITH PALMETTO ELECTRIC INC., FOR PEP PUMP PANEL AND SYSTEM UPGRADE

13. RESOLUTION 2026-49 APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT RFP 010925 WITH VERMEER CORPORATION FOR THE PURCHASE OF TREE MAINTENANCE EQUIPMENT, ATTACHMENTS, AND ACCESSORIES ON AN AS NEEDED BASIS

14. RESOLUTION 2026-50 APPROVING THE PIGGYBACK OF THE STATE OF FLORIDA DMS CONTRACT WITH PETROLEUM TRADERS CORPORATION FOR THE PURCHASE OF BULK FUEL, GASOLINE, AND DIESEL PRODUCTS FOR THE CITY'S FLEET AND EQUIPMENT

15. RESOLUTION 2026-51 APPROVING THE FIRST AMENDMENT OF MASTER SERVICES AGREEMENT CONTRACT RFP-PW-25-33 WITH CERES ENVIRONMENTAL SERVICES, INC., FOR DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

I. PUBLIC PARTICIPATION

Mark Webb gave accolades to the City Manager and staff for the availability of the entire agenda packet on the City's website.

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

Council Member Gambaro discussed the vision for economic development, a problem with land and buildings, compatibility, encouragement to clearly define what this looks like going forward, and the needed discussions. Additionally, Council Member Gambaro shared about an upcoming event and discussed affordable housing.

City Council continued discussion on the topic and further discussed the lack of land availability in Town Center and an upcoming scheduled workshop item related to the topic.

Council Member Miller discussed a recent fiber internet outage, caused by a contractor hitting the line, and asked for consent to direct City Attorney Duffy to review current ordinances, requirements, and potential fines.

Attorney Duffy shared that this is in progress, that the City is limited, but that he and staff are working to see what may be done.

Council Member Miller shared that Council Member Sullivan was the winner of a bracket and discussed donation of the money.

Vice Mayor Pontieri shared about an event at the Flagler County Historical Society and SMART outdoor concert series. Additionally, Vice Mayor Pontieri discussed earlier public comment regarding positions and asked for a history of the positions.

Mr. McGlothlin shared the history of the position of the Assistant City Manager.

Vice Mayor Pontieri highlighted that the first Council Member and City Manager were in attendance this evening.

Vice Mayor Pontieri sought consensus to reorder the agenda and put consent items at the beginning of the agenda. City Council concurred.

Attorney Duffy highlighted that he will amend the Council Policies and Procedures to reflect the change and present to Council for approval at a future meeting.

Mayor Norris discussed the FOFA from Blaise Ingoglia, current Chief Financial Officer of Florida, and discussed where the City fell within the methodology.

Ms. Alves discussed the methodology and that the City of Palm Coast was within 5% of the calculation.

Council Member Gambaro shared comments from Mr. Ingoglia that the City is in good shape.

Council Member Miller highlighted that an extra $1 million was added to the budget specifically for roads.

Mayor Norris stated that he would like the City to cut ad valorem by $8-10 million dollars, consider selling the Southern Recreation Center, was not in favor of the onsite employee clinic as discussed at a recent meeting, and shared comments from the Sheriff regarding the clinic.

Vice Mayor Pontieri shared additional details of the Sheriff's Office health insurance program and encouraged not being persuaded by one opinion.

Vice Mayor Pontieri believed this to be a more appropriate discussion for the upcoming Strategic Action Plan and budget workshops.

Mayor Norris stated that he wants the City to cut, trim, and become as lean as possible.

Vice Mayor Pontieri requested to see the reserves, discussed having sufficient reserves for the first year if property taxes were eliminated, and analysis for the first budget meetings.

Vice Mayor Pontieri highlighted that the City had to transfer $2.5 million dollars because of the lack of impact fees funds, discussion of cuts that detrimentally affect quality of life while at the same time being sued for trying to allow development to pay for itself, the need to look at the bigger picture, growth in government because of the incredible population influx after Covid, and that we have done very well fiscally for what we have had to deal with.

City Council continued discussion on infrastructure investments, the comments and methodology of Mr. Ingoglia, and budget.

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

No items.

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

Mr. McGlothlin thanked Mr. Berryhill for stepping into the Interim Deputy City Manager role.

Vice Mayor Pontieri thanked Chief Clark for temporarily taking on the Fire Chief role during this time.

M. ADJOURNMENT

The meeting was adjourned at 8:48 p.m.

Respectfully submitted by: Kaley Cook, CMC, FCRM
City Clerk

City of Palm Coast
Minutes

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, April 14, 2026	**9:00 AM**	**City Hall - Jon Netts Community Wing**

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.
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A. CALL TO ORDER

Mayor Norris called the meeting to order at 9:00 a.m.

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

C. ROLL CALL

Deputy City Clerk Alison Palmer called the roll. All members were present.

D. PUBLIC PARTICIPATION

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes.
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Mayor Norris provided the rules and procedures of public participation.

Public participation opened at 9:02 a.m.

Jeani Duarte discussed several issues including development, infrastructure, water quality, public participation, and the City Charter, and provided documents that are attached to these minutes.

Mark Webb asked to have public comment at the end of the meeting, discussed local control, and asked for Council's opinion.

Joe Runac, Courtney Ct., discussed motorcycle racing and loitering on Palm Coast Parkway and asked about law enforcement and consequences.

William Belleck, Live Oak Ln., agreed with the prior speaker, shared that he can hear the noise from the racing, and that it is a serious problem that needs to be addressed.

Public participation closed at 9:13 a.m.

Mayor Norris asked Mr. McGlothlin to follow up with the Sheriff's office.

Mr. McGlothlin stated that Commander Woodward is addressing the issue.

Council Member Miller provided a response to Mr. Webb on public comment.

All members of Council responded to Mr. Webb's comments regarding local control and home rule.

E. PRESENTATIONS

1. PRESENTATION - ANNUAL INVESTMENT REPORT

Mayor Norris read the title into the record.

Helena Alves, Director of Financial Services, introduced the item.

Datnilza "Dani" Metz and Leslie Weaber from PFM Asset Management, LLC presented the item to Council.

Topics presented included: philosophy and approach, investment policy review process and scope, economic update, the impact of current political issues, the fed's dual mandate and "dot plot," US Treasury yield curve, fixed income total returns, and portfolio review.

Ms. Alves, Ms. Metz, and Ms. Weaber provided a response to Council questions.

Public comment:
Tony Amaral asked about the bond sale and the process.

Ms. Alves and Ms. Metz provided a response to Mr. Amaral's questions.

2. PRESENTATION - PALM HARBOR GOLF CLUB QUARTER 2 UPDATE

Mayor Norris read the title into the record.

James Hirst, Director of Parks & Recreation, introduced the item.

Dennis Redican, Recreation Manager, presented the item to Council.

Topics presented included: implemented changes and outcomes, changes to operations, updates and new opportunities, revenue, current and future expenditure projections, maintenance needs, and upcoming opportunities.

Mr. Hirst and Mr. Redican provided a response to Council questions.

City Attorney Duffy recommended presenting Item 3, and then opening Item 2 and 3 for public comment.

Council provided consensus.

3. PRESENTATION - RFI FOR PALM HARBOR GOLF CLUB

Mayor Norris read the title into the record.

James Hirst, Director of Parks & Recreation, and Dennis Redican, Recreation Manager, presented the item to Council.

Topics presented included: RFI-PR-26-28 and the process, the submissions received, and next steps.

Mr. Hirst and Mr. Redican provided a response to Council questions.

Council held discussion of the item. Mayor Norris and Council Members Miller, Sullivan, and Gambaro provided consensus to put out an RFP for managing the golf course. Vice Mayor Pontieri did not provide consensus.

Public comment:
Jim Palmer discussed improvements of the golf course, thinks Dennis Redican has done a tremendous job, and advised giving Mr. Redican at least a year before even considering an RFP.

James Janoff, W section, thinks Council is being shortsighted since the revenues have increased by 400K in six months, thinks RFPs create a negative aura, and that Council should allow Mr. Redican to continue to grow the revenue and stop this nonsense. Mr. Janoff further commented that Council has gotten everything they've asked for and now want to pull the plug, and that this should be stopped right now.

Eric Webb advised Council to crawl, walk, run, shared that staff is doing a great job, to be very careful when wording an RFP, that this is our course, asked if the expenditures are transparent, discussed The Conservatory, and asked to give them time.

Martha Papburg discussed the social benefits of the golf course, asked if the other recreational activities are making money, and asked Council to let them have their golf.

Partick Miller, F section, advised Council to look at Vice Mayor Pontieri, allow the course to move forward, that we do not have a good record with contracts and RFPs, that Mr. Redican has turned this course around because he listens and has an attitude of positivity and accountability, and further advised Council to let the RFP go, and be part of a new positive attitude.

Mark Gregoire stated that he agreed with many prior speakers, discussed the history with Kemper sports, that Kemper made a profit and the City lost money, asked why reinvent the wheel, stated that Mr. Redican has shown that he will generate a profit, suggested an enterprise fund for the golf course, and that Mr. Redican should be commended.

David Ferguson asked about the rates and revenue, stated that we are your customers, that Council has too many other problems to work on, that this is not a headache anymore, and to focus on the big picture.

Dennis McDonald discussed the golf course as municipal fabric and the start of Palm Coast, that people came here for the golf course, that this golf course can turn a profit with the proper management, that Council is running him down and his employees off, and asked why don't you figure out how you can get more Dennis' for other amenities.

Joe Runac discussed that he does not know why there is an insistence by Council to bring in outsiders, that maybe everyone has a different agenda, that the course is wonderful, that staff works hard for improvement of the golf course, and that Roger is a treasure.

Howard Rifken commended Mr. Redican and his staff for turning around the golf course and discussed affordability for the residents.

William Belleck asked if we have ever applied to be on the Florida Historic Golf Trail run by the Florida Department of State.

Mr. Broder commented that Mr. Redican is doing a super job, asked why mess with success, and stated that he should get a $10,000 bonus.

Greg Evans discussed his RFI submission. Mayor Norris allowed Mr. Evans additional time to speak.

Charles McLaughlin discussed golfing in Palm Coast, that the course is perfect for muni players, opposes the RFP, do not try to turn this into a big-time golf club, that this is for the local residents and senior citizens, and to keep it a muni.

Council continued discussion of the subject and provided consensus to let staff continue managing the golf course and not develop an RFP. Mayor Norris, Vice Mayor Pontieri and Council Member Sullivan gave consensus, Council Member Gambaro and Miller did not give consensus.

Council also provided consensus to have the City Attorney look into an enterprise fund, and for staff to provide information on golf cart leasing.

4. PRESENTATION - PROPOSED CHARTER AMENDMENTS

Mayor Norris read the title into the record.

City Attorney Marcus Duffy introduced the item.

Mr. Duffy, Christopher Roe, Bond Council from Bryant, Miller, Olive, and Kaiti Lenhart, Supervisor of Elections, presented the item to Council.

Topics presented included: a review of the three proposed charter amendment changes.

Mr. Duffy, Mr. Roe, and Ms. Lenhart provided a response to Council questions.

Public comment:
Tony Amaral asked for clarification on censures, appointment schedules, and the debt time frame.

Council responded to public comment and continued discussion of the topic.

Council provided consensus for Mr. Duffy to amend the draft ordinances and return to a workshop in May.

Council recessed at 12:15 p.m.

Council reconvened at 12:45 p.m.

5. PRESENTATION - SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA (CRA) OVERVIEW

Mayor Norris read the title into the record.

John Zobler, Director of Community Development, and Craig McKinney, Economic Development Manager, presented the item to Council.

Topics presented included: definition and purpose, boundaries of the CRA, process to create and duration, funding source, administration, reporting requirements, typical CRA funding uses, periodic review of financial performance, plan amendments, and recommended next steps.

Mr. Zobler, Mr. McKinney, and Carl Cote, Director of Stormwater and Engineering, provided a response to Council questions.

Council continued discussion of the subject and provided consensus for staff to hire a consultant to develop a plan with a narrowed scope.

Public comment:
Darlene Shelley discussed the CRA, believes it should be repealed, seems like it incentivized apartments, and that the property was given to the City for amenities for the residents.

Tony Amaral discussed the history of the CRA beginning in 2004 and suggested Council look at extending the CRA.

Dennis McDonald discussed Whispering Pines and that the CRA has been a free ride on the taxpayers of Palm Coast.

Council responded to public comment and continued discussion of the topic.

6. PRESENTATION - DEVELOPMENT OPTIONS FOR DUPLEX ZONED LOTS

Mayor Norris read the title into the record.

Estelle Lens, Senior Planner, Phong Nguyen, Planning Manager, and Jacqueline Gonzales, Site Development Coordinator I, presented the item to Council.

Topics presented included: purpose of the duplex zoning district, development options, duplex lot configurations, proposed new options, and recommendations.

Ms. Lens, Mr. Nguyen, and Ms. Gonzales provided a response to Council questions.

Public comment:
Carla Amaral discussed affordable workforce housing, the definitions of affordable, and incentives.

Dennis McDonald discussed splitting duplex lots, asked for a list of the owners of the vacant duplex lots, that Palm Coast is being ruined, and that this should be tabled.

Darlene Shelley discussed compatibility, that this is a threat to property values, and that Palm Coast already has affordable housing.

Tony Amaral thanked Council for discussing the issue and asked for a pledge to work on workforce housing.

Council continued discussion of the topic and asked staff for a list of all duplex lot property owners to explore a pilot program. Mr. Nguyen agreed to provide the list when the housing study comes before Council at a future workshop.

7. PRESENTATION - 10-YEAR CAPITAL IMPROVEMENT PLAN (CIP)

Mayor Norris read the title into the record.

Brian Roche, Director of Utility, and Carl Cote, Director of Stormwater and Engineering, presented the item to Council.

Topics presented included: 5-Year CIP project list, Water System R&R Focus, Water System Expansion Focus, Wastewater System R&R Focus, Wastewater System Expansion Focus, Wastewater CAIC/Program Management, CIP projected funding source and use of funds, 10-Year CIP annual update, capital project funds, recreation impact fee, transportation impact fee, Old Kings Road special assessment fund, Fire impact fee, streets improvement fund, SR 100 CRA, and stormwater management fund.

Mr. Cote and Mr. Roche provided a response to Council questions.

Public comment:
Darlene Shelley asked about funds, interlocal agreements, and the gas tax.

Tony Amaral asked about the transportation impact fee funds and box culverts.

Council and Mr. Cote provided a response to public comment and continued discussion of the topic.

8. PRESENTATION - SOFTWARE STRATEGY AND RISK MITIGATION COUNCIL SAP PRIORITY 6.1

Mayor Norris read the title into the record.

Doug Akins, Director of Information Technology, presented the item to Council.

Topics presented included: purpose, how the plan was built, guiding principles, fragmentation, risk assessment, and EAM.

Mr. Akins provided a response to Council questions.

Council provided direction to develop an RFP and present total ROI and cost savings at a future meeting.

Public comment:
There were none.

F. PUBLIC PARTICIPATION

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

Jeremy Davis discussed a recent rain event, the monitoring he did on his property, a Palm Coast connect ticket submitted, elevation differences, and the system as designed.

Dennis McDonald advised Council to check with local realtors about the market, commended Council for agreeing not to sell the golf course, and would like to see a covenant placed on the 147 acres.

Dylana Galery discussed Citizens Academy, gave kudos, and suggested the course be offered more than twice per year.

Council provided a response to public comment and gave consensus for the City Attorney to look at a covenant and historical designation for the golf course.

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

Council Member Miller discussed the CRA and YMCA, asked to have the YMCA come back with an update, and provided a sports update.

Vice Mayor Pontieri discussed upcoming Tunnel to Towers and Vincent's Clubhouse events, the $126 million appropriations for the Loop Road, and the MPD and development orders that impact the westward expansion.

Council Member Gambaro thanked staff for assisting with the recent housing fair, and mentioned the Tunnel to Towers event.

Mayor Norris provided a sports update.

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

There were none.

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

There were none.

J. ADJOURNMENT

The meeting was adjourned at 4:38 p.m.

Respectfully submitted by: Alison Palmer
Deputy City Clerk

1. During the period of suspension, the Mayor or the Council member shall not perform any official act, duty, or function, or receive any allowance, emolument, or privilege of office.

   If the Mayor or the Council member is subsequently found not guilty of the charge, or if the charge is otherwise dismissed or altered so that suspension would no longer be required as provided herein, the suspension shall be lifted by the Council, and the Council member or Mayor shall be entitled to receive full back allowances and such other emoluments or as he/she would have been entitled to had the suspension not occurred.

(d) Recall. The electors of the City following the procedures for recall established by general law or ordinance may remove the Mayor or any member of the City Council from office.

(e) Filling of vacancies.

1. If, for any reason other than recall, a vacancy occurs in the office of Mayor, the Vice Mayor shall assume the position of Mayor, and within 30 days following the occurrence of such vacancy, a Special Election shall be called as outlined in ~~section 8(5)(b)~~ Art. _____. The Special Election for Mayor shall be for the remainder of the unfilled term.

   If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the first two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the remaining two years of the original term, thus continuing the original staggering of district seats.

3. If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the last two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the regular four-year term.

4. If a vacancy occurs as a result of a Recall Petition, such vacancy will be filled by Special Election as outlined in ~~section 8(5)(b)~~ Art. _____.

5. Any person appointed to fill a vacant seat on the Council is required to meet all the qualifications for office except the petition requirement.

(8) *City Council meetings: organizational meeting; quorum; special meetings.* The Council shall meet regularly at least once a month, at such times and places as the Council may prescribe by ordinance. Such meetings shall be public meetings, and shall be subject to notice and other requirements of law applicable to public meetings. Pursuant thereto:

(a) Organizational meeting. The first meeting following a general City election at which elected or re-elected Council members are inducted into office shall be held in accordance with City ordinance.

(b) Quorum. A majority of the Council, including the Mayor, shall constitute a quorum. No action of the Council shall be valid unless adopted by an affirmative vote of the majority of the Council members and Mayor in attendance, unless otherwise provided by law, ordinance, or stated herein. All actions of the City Council shall be by ordinance, resolution, or motion.

(c) Special meetings. Special meetings may be held at the call of the Mayor, or, in the absence of the Mayor, at the call of the Vice-Mayor. Special meetings may also be called upon the request of a majority of the Council members. The City Clerk shall provide not less than 24 hours prior notice of the meeting to the public, unless a declared emergency situation exists.

(9) *City records.* The Council shall, in a properly indexed book kept for the purpose, provide for the authentication and recording in full of all minutes of meetings, and all ordinances and resolutions adopted by the Council, and the same shall at all times be a public record. In addition, the Council shall keep *ver batim* recordings of all meetings in accordance with state law. The Council shall further maintain a current codification of all ordinances. Such codification shall be printed and be

Commented [MK1]: NOTE: §§(e)(2)(3) subject to separate amendment ballot question

City Charter Amendment 2:

TITLE:

CHARTER AMENDMENT TO REVISE THE CHARTER REVIEW PROCESS TO INCLUDE AN ADVISORY CHARTER COMMITTEE.

SUMMARY:

Shall the Charter be amended to eliminate outdated language regarding an initial Charter review, to include an appointed Advisory Charter Review Committee in the Charter review process, and to require a Charter review at least once every ten (10) years.

Shall the above-described Charter Amendment be adopted?

For _____

Against _____

City Charter Amendment 3:

TITLE:

CHARTER AMENDMENT TO REVISE THE PROCESS TO FILL A VACANCY IN THE OFFICE OF ~~THE MAYOR OR OF~~ A COUNCIL ~~SEAT~~ MEMBER.

SUMMARY:

Shall the Charter be amended to provide that ~~(1) a vacancy in the office of Mayor shall be filled by the Vice Mayor eliminating the need for a special election, and (2) that~~ a vacancy in the office of a council ~~seat~~ member be appointed within 30 days unless the vacancy occurs within 6 months of the next regularly scheduled election?

Shall the above-described Charter Amendment be adopted?

For _____

Against _____

CITY OF PALM COAST
VOTERS ONLY

City of Palm Coast - City Charter Amendment 1
Charter Amendments to Update Outdated and to Clarify Ambiguous Charter Provisions

Shall the Charter be amended (1) to remove outdated portions of the Charter (2) to replace the current legal boundary description with a general boundary statement and (3) to revise requirements for consistency with state laws

- ○ Yes
- ○ No

City of Palm Coast - City Charter Amendment 2
Charter Amendment to Revise the Charter Review Process to Include an Advisory Charter Committee

Shall the Charter be amended to eliminate outdated language regarding an initial Charter review, to include an appointed Advisory Charter Review Committee in the Charter Review process, and to require a Charter review at least once every ten (10) years

- ○ Yes
- ○ No

City of Palm Coast - City Charter Amendment 3
Charter Amendment Revising How to Fill a Vacancy in the Office of a Council Member

Shall the Charter be amended to provide that a vacancy in the office of a council member be appointed within 90 days unless the vacancy occurs within 6 months of the next regularly scheduled election?

- ○ Yes
- ○ No

1. During the period of suspension, the Mayor or the Council member shall not perform any official act, duty, or function, or receive any allowance, emolument, or privilege of office.
2. If the Mayor or the Council member is subsequently found not guilty of the charge, or if the charge is otherwise dismissed or altered so that suspension would no longer be required as provided herein, the suspension shall be lifted by the Council, and the Council member or Mayor shall be entitled to receive full back allowances and such other emoluments or as he/she would have been entitled to had the suspension not occurred.

(d) Recall. The electors of the City following the procedures for recall established by general law or ordinance may remove the Mayor or any member of the City Council from office.

(e) Filling of vacancies.

1. If, for any reason other than recall, a vacancy occurs in the office of Mayor, the Vice Mayor shall assume the position of Mayor, and within 30 days following the occurrence of such vacancy, a Special Election shall be called as outlined in Art. VII. The Special Election for Mayor shall be for the remainder of the unfilled term.
2. If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the first two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the remaining two years of the original term, thus continuing the original staggering of district seats.
3. If, for any reason other than recall, a vacancy occurs in the office of any Council seat within the last two years of a term, the office shall be filled by appointment within 30 days following the occurrence of such vacancy by majority vote of the remaining Council members. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the regular four-year term.
4. If a vacancy occurs as a result of a Recall Petition, such vacancy will be filled by Special Election as outlined in Art. VII.
5. Any person appointed to fill a vacant seat on the Council is required to meet all the qualifications for office except the petition requirement.

(8) *City Council meetings: organizational meeting; quorum; special meetings.* The Council shall meet regularly at least once a month, at such times and places as the Council may prescribe by ordinance. Such meetings shall be public meetings, and shall be subject to notice and other requirements of law applicable to public meetings. Pursuant thereto:

(a)

Sept 14, 2021

Limitations to Council's Contracting Authority. Unless authorized by the electors of the City at a duly held referendum election, the Council shall not enter into lease purchase contracts or any other unfunded multiyear contracts, the repayment of which: extends in excess of 36 months; or exceeds $15,000,000.00.

(Ord. No. 2018-9 , § 1(Exh. A), 4-3-18)

Art. VII. - Elections.

(1) *Electors.* Any person who is a resident of the City, who has qualified as an elector of this state, and who registers in the manner prescribed by law shall be an elector of the City.

(2) *Nonpartisan elections.* All elections for City elective office shall be conducted on a nonpartisan basis without any designation of political party affiliation.

(3) *Qualifying for office.* Any person who wishes to become a candidate for a City elective office shall qualify with the City Clerk concurrent with Flagler County's qualifying period as established by state law. In addition, candidates shall qualify as provided in paragraph (1)(b) of Article IV.

(4) *Schedule of regular elections and primaries:* The regular City election shall be the first Tuesday after the first Monday in November of each even-numbered year. Such City elections shall be general City elections. If there are more than two candidates who qualify for any office, a primary City election shall be held at the time of the State and Federal Primary Elections.

(a) An election to fill a vacant council seat, as outlined in paragraph (7)(e) of Article IV, when there is more than half of the term remaining shall be held during the next regularly scheduled election. Such election shall be for the remaining 2 years of the original term.

(b) An election to fill a vacant council seat, as outlined in paragraph (7)(e) of Article IV, when there is less than half of the term remaining shall be filled at the next regularly scheduled election. Such election shall be for a 4-year term.

(5) *Schedule for special elections.*

(a) A special election for a vacant position of Mayor, as outlined in paragraph (7)(e) of Article IV, shall be called within 30 days, and the City Council shall, by resolution, fix the time for holding of such election. Such special election for Mayor shall be for the remainder of the vacant term.

(b) All other special municipal elections shall be held in the same manner as regular elections, and the City Council shall, by resolution, fix the time for holding of such elections.

(6) *Determination of election to office.*

(a) If only one candidate qualifies for an office, that candidate shall be deemed to be elected and shall not be placed on either the general or the primary ballot.

(b)

1. If, for any reason other than recall ~~a~~or ~~vacancy occurs in~~assuming the office of Mayor~~, the Vice Mayor shall assume the position of Mayor, and within 30 days following the occurrence of such vacancy, a Special Election shall be called as outlined in Art. VII. The Special Election for Mayor shall be for the remainder of the unfilled term.~~

~~2.~~ ~~If, for any reason other than recall~~, a vacancy occurs in the office of any Council seat within the first two years of a term, the office shall be filled by appointment within ~~30~~90 days following the occurrence of such vacancy by majority vote of the remaining Council members. If said vacancy occurs within six (6) months of the next regularly scheduled election, the remaining Council members may delay the appointment. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the remaining two years of the original term, thus continuing the original staggering of district seats.

~~3~~2. If, for any reason other than recall or assuming the office of Mayor, a vacancy occurs in the office of any Council seat within the last two years of a term, the office shall be filled by appointment within ~~30~~90 days following the occurrence of such vacancy by majority vote of the remaining Council members. If said vacancy occurs within six (6) months of the next regularly scheduled election, the remaining Council members may delay the appointment. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the regular four-year term.

~~4~~3. If a vacancy occurs as a result of a Recall Petition, such vacancy will be filled by Special Election as outlined in Art. VII.

~~5~~4. Any person appointed to fill a vacant seat on the Council is required to meet all the qualifications for office except the petition requirement.

(8) *City Council meetings: organizational meeting; quorum; special meetings.* The Council shall meet regularly at least once a month, at such times and places as the Council may prescribe by ordinance. Such meetings shall be public meetings, and shall be subject to notice and other requirements of law applicable to public meetings. Pursuant thereto:

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(b) Quorum. A majority of the Council, including the Mayor, shall constitute a quorum. No action of the Council shall be valid unless adopted by an affirmative vote of the majority of the Council members and Mayor in attendance, unless otherwise provided by law, ordinance, or stated herein. All actions of the City Council shall be by ordinance, resolution, or motion.

(c) Special meetings. Special meetings may be held at the call of the Mayor, or, in the absence of the Mayor, at the call of the Vice-Mayor. Special meetings may also be called upon the request of a majority of the Council members. The City Clerk shall provide not less than 24 hours' prior notice of the meeting to the public, unless a declared emergency situation exists.

(9) *City records.* The Council shall, in a properly indexed book kept for the purpose, provide for the authentication and recording in full of all minutes of meetings, and all ordinances and resolutions adopted by the Council, and the same shall at all times be a public record. In addition, the Council shall keep *verbatim* recordings of all meetings in accordance with state law. The Council shall further maintain a current codification of all ordinances. Such codification shall be printed and be made available to the public on a continuing basis. All ordinances or resolutions of the Council shall be signed by the Mayor or in the Mayor's absence, by the Vice-Mayor, or in the absence of both, by the Acting Mayor, and attested to by the City Clerk.

(10) *Limit of employment of Council members.* Neither Council members nor the Mayor shall be in the employment of the City while in office, nor shall any former Council member or former Mayor be employed by the City until after the expiration of one (1) year from the time of leaving office.

(11) *Noninterference by City Council.* Except for the purpose of inquiry and information, the Council and its members, including committees thereof, are expressly prohibited from interfering with the performance of the duties of any City employee who is under the direct or indirect supervision of

1. During the period of suspension, the Mayor or the Council member shall not perform any official act, duty, or function, or receive any allowance, emolument, or privilege of office.
2. If the Mayor or the Council member is subsequently found not guilty of the charge, or if the charge is otherwise dismissed or altered so that suspension would no longer be required as provided herein, the suspension shall be lifted by the Council, and the Council member or Mayor shall be entitled to receive full back allowances and such other emoluments or as he/she would have been entitled to had the suspension not occurred.

(d) Recall. The electors of the City following the procedures for recall established by general law or ordinance may remove the Mayor or any member of the City Council from office.

(e) Filling of vacancies.

1. If, for any reason other than recall or assuming the office of Mayor, a vacancy occurs in the office of any Council seat within the first two years of a term, the office shall be filled by appointment within 90 days following the occurrence of such vacancy by majority vote of the remaining Council members. If said vacancy occurs within six (6) months of the next regularly scheduled election, the remaining Council members may delay the appointment. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the remaining two years of the original term, thus continuing the original staggering of district seats.
2. If, for any reason other than recall or assuming the office of Mayor, a vacancy occurs in the office of any Council seat within the last two years of a term, the office shall be filled by appointment within 90 days following the occurrence of such vacancy by majority vote of the remaining Council members. If said vacancy occurs within six (6) months of the next regularly scheduled election, the remaining Council members may delay the appointment. Such appointments shall last until the next regularly scheduled election, at which time the seat shall be declared open and an election held for the regular four-year term.
3. If a vacancy occurs as a result of a Recall Petition, such vacancy will be filled by Special Election as outlined in Art. VII.
4. Any person appointed to fill a vacant seat on the Council is required to meet all the qualifications for office except the petition requirement.

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(Ord. No. 2018-9 , § 1(Exh. A), 4-3-18)

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(2) *Nonpartisan elections.* All elections for City elective office shall be conducted on a nonpartisan basis without any designation of political party affiliation.

(3) *Qualifying for office.* Any person who wishes to become a candidate for a City elective office shall qualify with the City Clerk concurrent with Flagler County's qualifying period as established by state law. In addition, candidates shall qualify as provided in paragraph (1)(b) of Article IV.

(4) *Schedule of regular elections and primaries:* The regular City election shall be the first Tuesday after the first Monday in November of each even-numbered year. Such City elections shall be general City elections. If there are more than two candidates who qualify for any office, a primary City election shall be held at the time of the State and Federal Primary Elections.

(a) An election to fill a vacant council seat, as outlined in paragraph (7)(e) of Article IV, when there is more than half of the term remaining shall be held during the next regularly scheduled election. Such election shall be for the remaining 2 years of the original term.

(b) An election to fill a vacant council seat, as outlined in paragraph (7)(e) of Article IV, when there is less than half of the term remaining shall be filled at the next regularly scheduled election. Such election shall be for a 4-year term.

(5) *Schedule for special elections.*

(a) A special election for a vacant position of Mayor, as outlined in paragraph (7)(e) of Article IV, shall be called within 30 days, and the City Council shall, by resolution, fix the time for holding of such election. Such special election for Mayor shall be for the remainder of the vacant term.

(b) All other special municipal elections shall be held in the same manner as regular elections, and the City Council shall, by resolution, fix the time for holding of such elections.

(6) *Determination of election to office.*

(a) If only one candidate qualifies for an office, that candidate shall be deemed to be elected and shall not be placed on either the general or the primary ballot.

(b) If a primary City election is held and any candidate for an office receives a majority of the votes cast in the primary election for the office, he or she shall be deemed to be elected to the office and the office shall not be subject to an election at the regular City election.

(c)

April 25, 2022

In any primary election in which there is a tie for second place and the candidate placing first did not receive a majority of the votes cast for such office, the name of the candidate placing first and the name of each candidate tying for second shall be placed on the City's general election ballot.

(d) The candidate receiving the highest number of votes cast for the office in the City's general election shall be elected to such office. If the vote at the general City election results in a tie, the outcome shall be determined by lot as follows:

1. At the first regularly scheduled council meeting after the election, the Supervisor of Elections of Fla gler County shall toss a coin. In alphabetic order, the two candidates shall call the coin.
2. The candidate whose call matches the coin toss shall be declared the winner.

(7) *City Canvassing Board.* For purposes of certifying absentee ballots and election results, the City Clerk and a representative from the City designated by the Council shall be known as the Canvassing Board. At the close of the polls of any City election, the Canvassing Board shall ensure that the absentee ballots are delivered to the Flagler County Supervisor of Elections, and shall meet at the County election headquarters and proceed to certify the ballots and open them in the presence of a representative of the Supervisor of Elections' office. In addition, after final election results are certified by the Flagler County Supervisor of Elections, the Canvassing Board shall immediately report the results back to a meeting of the City Council held for the purpose of final certification and filing with the City Clerk as required by law.

(Ord. No. 2018-9, § 1(Exh. A), 4-3-18)

Editor's note— Ordinance 2014-5, adopted February 4, 2014, added Section 2-37(e), Election Procedures; Canvass of Returns, to the Code of Ordinances, recognizing Division of Elections Opinion 95-05 and state law that where City and County elections appear on the same ballot, only the County Canvassing Board may canvass the election; providing therefore that the Flagler County Canvassing Board shall canvass the returns of all City elections held in conjunction with County elections.

Art. VIII. - City council district boundaries.

The City shall be divided into four (4) Council Districts by an ordinance of the City. This ordinance shall comply with the general laws governing district boundaries. Following each decennial census, the City Council shall by ordinance adjust the boundaries of the City Council districts according to general law. In addition, the City Council may, at its discretion, adjust the districts provided that any such adjustment will not take place less than one year before an election. The Council may appoint a special commission to develop district boundaries, use consulting firms specializing in the process and/or use such other public governmental resources as are available to develop a plan for districts and to adjust the district boundaries when required.

(Ord. No. 2018-9, § 1(Exh. A), 4-3-18; Ord. No. 2021-31, § 2, 12-7-21)

Art. IX. - General provisions.

(1) *Charter amendment.* This Charter may be amended in accordance with the provisions of the Municipal Home Rule Powers Act, chapter 166, Florida Statutes (F.S. ch. 166), as the same may be amended from time to time, or as may otherwise be provided by general law. The form, content, and certification of any petition to amend shall be established by ordinance.

(2) *Charter review; schedule, Charter Review Committee.*

(a) *Schedule.* The Charter shall be reviewed in accordance with the process outlined in Section 10(2)(b) no ~~sooner~~later than ~~10~~April ~~years after the creation of the City of Palm Coast on December 31~~1, ~~1999~~2028 and, ~~and~~at ~~thereafter~~a ~~it may be reviewed~~minimum, every 10 years thereafter.

(b) *Charter Review Committee.* ~~A~~For any Charter review, a five-member Charter Review Committee shall be appointed. ~~Each~~The ~~district~~Mayor and each council member shall appoint one ~~member from his or her district, and the Mayor shall appoint one~~Committee member ~~at large~~. The Palm Coast City Council shall fund this committee. The Charter Review Committee shall be appointed at least one year before the next scheduled general election and complete its work and present any recommendations ~~for~~to ~~change~~the City Council no later than ~~60~~the ~~days~~April 1 before ~~the~~that next general election. The Palm Coast City Council shall hold a minimum

April 25 2022

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026 **Agenda Item:** G.1

Department FINANCE **Division** FINANCE	**Amount** **Org/Account #**

Subject: ORDINANCE 2026-XX REPEALING AND REPLACING CHAPTER 2, ARTICLE 1, DIVISION 3 OF THE CITY OF PALM COAST CODE OF ORDINANCES

Presenter: Nathalie Garcia, Procurement and Contracts Coordinator

Attachments:

1. Presentation
2. Ordinance (Redline and Clean Copy)

Background:

UPDATED BACKGROUND FROM THE MARCH 10, 2026, WORKSHOP

This item was heard by the City Council at their March 10, 2026, Workshop. Council did not suggest any changes to this item.

City staff will be presenting on proposed changes to the City's Purchasing Policy, Chapter 2 Article 1 Division 3 of the City Palm Coast Code of Ordinances. The ordinance was last updated on September 21, 2021.

The proposed changes include the addition of a definitions section, best practice updates with respect to solicitation thresholds, the addition of cooperative purchasing programs, and the addition of a suspension and debarment section.

ORIGINAL BACKGROUND FROM THE MARCH 10, 2026, WORKSHOP:

City staff will be presenting on proposed changes to the City's Purchasing Policy, Chapter 2 Article 1 Division 3 of the City Palm Coast Code of Ordinances. The ordinance was last updated on September 21, 2021. At the end of FY 2025, Plante & Moran conducted a risk assessment. In response, staff reviewed internal processes, met with departments, and consulted with legal counsel to identify potential updates aimed at improving operational efficiencies.

The proposed changes include the addition of a definitions section, best practice updates with respect to solicitation thresholds, the addition of cooperative purchasing programs. City council requested review of Local bidder preference policy on 3/3/26 which is included in the attachments.

In support of the proposed changes, attached to this Agenda Item are:

1. PowerPoint presentation
2. Ordinance amending Procurement Policy

3. Ordinance amending Procurement Policy Redlined
Recommended Action: **ADOPT ORDINANCE 2026-XX REPEALING AND REPLACING CHAPTER 2, ARTICLE 1, DIVISION 3 OF THE CITY OF PALM COAST CODE OF ORDINANCES**

Procurement Ordinance Updates

Tuesday, April 21, 2026

Gwen E. Ragsdale, MBA
Budget & Procurement Manager

Nathalie Garcia – Sr. Contracts and Procurement Coordinator

Section 2-23 Definitions

Section 2-23 “Definitions” has been created. The purpose of this addition is to clarify procurement terminology. This section formally defines procurement terms used throughout the policy, including definitions for:

- Invitation to Bid (ITB)
- Request for Proposals (RFP)
- Request for Statement of Qualification (RFSQ)
- Bidder/Proposer
- Blanket Purchase Orders
- Consultants’ Competitive Negotiation Act (CCNA)
- Sole Source

Section 2-24 – Quotes and Formal Solicitations

Informal Quotes

- **Old** - $5,000 to $29,999
  2 or more quotes
- **New** - $3,000 to $9,999.99
  1 or more quotes
- **New** - $10,000 to $49,999.99
  2 or more quotes

Formal Request for Quotes on City Procurement Portal

- **Old** - $30,000 to $49,999.99
- **New** - $50,000 to $99,999.99
  2 or more quotes **and** posting on City's Procurement Portal

Formal Sealed Competitive Solicitation

- **Old** - $50,000 and above
- **New** - $100,000 and above

- **Subsection (g) has been removed.**

Section 2-25 – Exemptions to Quotes and Formal Solicitations

- **Blanket Purchase Orders** shall be managed at the department level and are appropriate when there is an ongoing operational need and will not exceed $10,000.

- **Cooperative Purchasing Programs**

This addition formally authorizes the City to participate in **cooperative purchasing and joint bidding with other governmental entities** to achieve cost savings and reduce administrative effort.

- **Sole Source procedures expanded**

Sole Source is now clearly defined in Sec. 2-23 and the additional posting requirement of **15 days** has been included.

- **Exemptions List Revised**

The list of items exempt from quotes or solicitation was reorganized. Additions include:

- **Government entity purchases**
- **Accident Insurance Reimbursement**
- **Purchase of Real Property, including Closing Services**
- **Legal services**
- **Training, education services, and conferences.**

Section 2-26 – Approval Requirements

Deputy Director	Director	City Manager	City Council
Old – No authority	**Old** - $30K	**Old** - $49,999	**Old** - $50K
New – up to $9,999	**New** - $50K	**New** - $99,999	**New** - $100K

Section 2-27 Suspension and Debarment

Authority: City Manager or designee may suspend or debar vendors in the City's best interest

Applies To: Vendors, contractors, subcontractors, and consultants

Grounds:

- Fraud, theft, or falsification
- Legal or regulatory violations
- Collusion or unethical conduct
- Poor performance or contract non-compliance
- Prior debarment or failure to meet financial obligations

Suspension

- Temporary (not to exceed 2 years)
- Vendor ineligible for new awards during suspension
- Requires notice and opportunity to respond

Permanent Debarment

- For serious violations (e.g., contract default, criminal conviction)
- Requires notice and opportunity to respond
- Vendor excluded from City procurements for duration of debarment

Section 2-29 Intent to Award and Award Protest Procedures

Bid Protest Responsibility Changed

Administrative responsibility changed from
Financial Services Director → Deputy City Manager (or designee)

This applies to:

- Notice of Intent to Award Protests
- Protest determinations
- Appeal bond determination

Next Steps

Action	Hearing Dates
Adoption of the Ordinance	<u>Second Reading:</u> Tuesday, May 5, 2026, 9:00AM

ORDINANCE 2026____
AMENDING PROCUREMENT POLICY

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING CHAPTER 2, ARTICLE 1, DIVISION 3-PURCHASES AND CONTRACTUAL SERVICES SECTIONS 2-24 THROUGH 2-31; OF THE *CODE OF ORDINANCES OF THE CITY OF PALM COAST*; CREATING SECTION 2-23 "DEFINITIONS" PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR DEFINITIONS; CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in October 2003, City Council adopted an Ordinance amending Ordinance 2002-06, which provides for the City's procurement policies; and

WHEREAS, in March 2017, City Council adopted an Ordinance amending Ordinance 2002-06, revising and updating the City's procurement policies; and

WHEREAS, in October 2021, City Council adopted Ordinance 2021-23, repealing and replacing Sections 2-24 through 2-31 of the City's Code of Ordinances to further revise and update the City's procurement policies; and

WHEREAS, the overall goal of the City's procurement policies is to provide the most appropriate quality of goods and services needed by the City to provide agreed to services to its' citizens at the least total public expense considering, as a minimum, initial cost, operating and maintenance costs, and estimated useful life; and

WHEREAS, it is the desire of the City Council of the City of Palm Coast to continue to provide the most cost-effective purchases in the competitive marketplace, as well as ensuring fairness and impartiality in the City's dealings with vendors; and

WHEREAS, to keep with the overall goal and continue to provide the most cost-effective purchases, City Council desires to repeal and replace Chapter 2, Article 1, Division 3 as stated hereinafter.

WHEREAS, words with double underlined type shall constitute additions to the original text and strike through shall constitute deletions to the original text, and asterisks (* * *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. AMENDMENT CHAPTER 2 – ADMINISTRATION, ARTICLE I -IN GENERAL, DIVISION 3. – PURCHASES AND CONTRACTUAL SERVICES OF *THE CODE OF ORDINANCES.* That Chapter 2 Administration, Article 1, In General, Division 3, Purchases and Contractual Services of the Code of Ordinances of the City of Palm Coast are hereby amended to read as follows:

DIVISION 3. - PURCHASES AND CONTRACTUAL SERVICES

Sec. 2-23. - DEFINITIONS. For the purposes of this Section, the following words and phrases shall be defined as follows:

(a) Bidder or Proposer means an individual or business that submits a bid or proposal in response to a solicitation issued by the City.

(b) Blanket Purchase Orders means purchases ordered for recurring, "as-needed" purchases that support multiple transactions for various items from the same vendor.

(c) Consultants' Competitive Negotiation Act (CCNA) is a Florida law, codified as Section 287.055 of the Florida Statutes, that governs how state and local government agencies procure professional services, particularly in architecture, engineering, landscape architecture, and land surveying.

(d) Cooperative Purchasing means procurement conducted by or on behalf of more than one public entity.

(e) Invitation to Bid (ITB) means an advertised competitive solicitation which includes minimum qualifications and a definitive scope of work or precise specifications, where award(s) is made to the lowest responsive and responsible bidder.

(f) Joint Bidding is a form of intergovernmental cooperative purchasing in which two (2) or more governmental entities agree on specifications and contract terms and conditions for a given item of common usage and combine their requirements for this item in a single Invitation to bid or Request for Proposal.

(g) Local Business Preference applies to persons, firms, and/or corporation residing or located in the City of Palm Coast.

(h) Piggyback or Piggybacking is a procedure of procuring goods or services without the formal solicitation process by means of utilizing another public entities' award of an Invitation to bid or Request for Proposal.

(i) Professional Services generally refers to services rendered by individuals or entities licensed or authorized to practice a specific profession, such as architecture, engineering, or law. These services are typical defined by Florida Statutes and involve specialized knowledge and skilled acquired through education, training, and licensing.

(j). Responsive means any person, firm, or corporation who has submitted a response which conforms in all material respects to the solicitation.

(k) Request for Information (RFI) is a formal document used to gather information from potential suppliers or service provides, typically before a Request for Proposal or Request for Statement of Qualifications.

(l). Request for Proposals (RFP) means a formal solicitation where the ranking and selection is based on a combination of qualifications and price.

(m). Request for Statement of Qualifications (RFSQ) means a formal solicitation typically used for Professional services where the initial ranking and selection is based on qualifications without price being used as a factor.

(n.) Sole Source is when there is only one person or company that can provide the goods and/or services needed because of specialized or unique characteristics of the goods and/or services.

Sec. 2-24. – Quotes and Formal Solicitations

(a) Informal Quotes ~~($5,000.00 to $29,999.99)~~

a. ($3,000 to $9,999.99)

Except as provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to ~~five thousand~~ three thousand dollars ($3,000.00) ~~($5,000.00)~~but less than or equal ~~twenty-nine thousand nine hundred nighty-nine and 99/100 dollars~~ nine thousand, nine hundred ninety-nine and 99/100 dollars ($9,999.99) require one ~~two~~ or more written quotes in accordance with the procedures adopted by the City.

b. ~~Formal Quotes~~ ($10,000 to $49,999.99) ~~($30,000.00 to $49,999.99)~~

Except as provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to ten thousand dollars ($10,000.00) but less than or equal to forty-nine thousand, nine hundred ninety-nine and 99/100 dollars

($49,999.99) require two or more written quotes in accordance with the procedures adopted by the City.

(b) Formal Request for Quotes ($50,000.00 to $99,999.99)

Except as otherwise provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to ~~thirty thousand dollars ($30,000.00)~~ fifty thousand dollars ($50,000.00) but less than or equal to ~~forty-nine thousand, nine hundred ninety-nine and 99/100 dollars ($49,999.99)~~ ninety thousand, nine hundred ninety-nine and 99/100 dollars ($99,999.99) require a formal request for quotes which shall be posted on the City's procurement portal to obtain two or more written quotes. The requesting department shall submit the supporting documentation of proper quote vetting to the procurement staff.

(c) Request for Formal Sealed Competitive Solicitation ~~($50,000.00 or greater)~~ (greater than $100,000.00)

Except as otherwise provided in this division, procurement of goods or services (including leases) with an estimated value greater than ~~fifty thousand dollars ($50,000.00)~~ one hundred thousand dollars ($100,000.00) shall require a formal sealed competitive solicitation. Such solicitations may be in the form of an ITB, RFP, RFSQ, RFI, or any other formal solicitation process.

(d) Items may not be purchased in divided quantities to avoid the requirements of this division. For example, a department may have several similar items that are needed for their operation throughout the fiscal year and individually these items are less than ~~$50,000~~ $100,000.00 but in aggregate the items are in excess of ~~$50,000.00~~ $100,000.00. These items should not be split into several requisitions but should be consolidated and procured following the applicable solicitation process.

(e) The solicitation of competitive bids or proposals for professional services covered by the CCNA shall be accomplished in accordance with the provisions of Section 287.055, Florida Statutes. The City of Palm Coast does not permit the piggybacking of other agency contracts that fall under the scope of the CCNA.

(f) The solicitation of competitive bids or proposals for any City construction project that is projected to cost more than $200,000 shall be accomplished in accordance with the provisions of Section 255.0525, Florida Statutes.

~~(g) The solicitation of competitive bids or proposals for City utility projects shall be accomplished in accordance with the provisions of Chapter 180, Florida Statutes.~~

(h) Notwithstanding anything contained herein to the contrary, the City reserves its right to reject any quote, bid, or proposal deemed non-responsive or non-responsible at any time prior to award of a contract.

Sec. 2-25. – Exemptions to Quotes and Formal Solicitations

(a) Blanket Purchase Orders, as defined in Section 2-23 of this Ordinance, shall be managed at the department level, these Purchase Orders are appropriate when there is an ongoing operational need. These purchase orders are under ten thousand dollars ($10,000.00). ~~Small Purchases: Non-recurring purchases of goods or services under five thousand dollars ($5,000.00).~~

(b) Emergency Purchase: An emergency exemption occurs when i) certain conditions might adversely affect the life, health, safety and welfare of City employees or citizens of the City, ii) when City property or equipment are endangered, iii) when it is necessary to maintain or restore vital services, or iv) situations arise which may cause major financial impact to the City should immediate action not be taken. In the case of an emergency, the City Manager, or designee may authorize certain imminent needs purchases. Those delegated the authority to implement emergency purchases are authorized to waive the bid process within their authority. A report listing all emergency purchases, and the circumstances of the emergency shall be submitted to the City Council on a monthly basis. It shall be the responsibility of all authorized personnel implementing this exemption to ensure such emergency purchase is accomplished in accordance with City policy and that emergency purchase procedures are invoked properly and not used solely to circumvent the regular established procurement procedures.

(c) Piggybacking, as defined in Section 1 of this Ordinance, includes but is not limited to piggybacks of State Contracts with the State of Florida, Department of Management Services, and Division of Purchasing, SNAPS Contracts, and Federal GSA contracts.

(1) The City may forego the formal solicitation process by Piggybacking. The award will be in accordance with all the terms and conditions, prices, time frames, and other criteria as included in the other public entities' ITB or RFP. Additional options may be included in a procurement unless the total dollar value of the options is in excess of the City's bid limit. Expired bids cannot be piggybacked.

(2) The City Manager, Department Head, or designee may make purchases/awards, utilizing other public entity bids, provided the contract being piggybacked is approved by City Council, if applicable, the amounts are within the City Council approved budget and the purchase is made in the best interests of the City. For amounts within the City Manager approval authority, the City Manager must approve the piggyback or contract after review by procurement staff. For amounts within the Department Head's approval authority, the Department Head must approve the piggyback or contract after review by procurement staff.

(d) Cooperative Purchasing Programs:

It shall be the policy of the City Council that the City participates in the cooperative purchasing programs that are found to provide cost savings to the City through economies of scale and reduction of administrative costs.

(1) Joint Bidding. Joint bidding is a form of intergovernmental cooperative purchasing in which two (2) or more governmental entities agree on specifications and contract terms and conditions for a given item of common usage and combine their requirements for this item in a single ITB or RFP. Once submittals have been received and discussed by the participating entities, each will administer their procurement process.

(2) Authority. The City Manager shall have the authority to join with other governmental entities in joint bidding ventures where the best interests of the City will be served.

(3) Procedures. The following procedures apply to Joint Bidding ventures:

a. A lead agency shall be designated to prepare and issue the ITB or RFP on behalf of the participating entities.

b. The lead agency shall survey the participating entities for their requirements and prepare the specifications for the Bid for Proposal and a list of vendors for review by the participating entities.

c. Lead agency shall solicit, receive, open, and tabulate the Bids or Proposals.

d. Responses shall be evaluated based upon the specifications and criteria set forth in the ITB and Bids received, or Request for Proposals and Proposals received, and a recommendation shall be made with respect to the award. Each participating entity shall be responsible for issuing its own contract and making its own payments. Any pre-award disputes related to the specifications or Bids/Proposal process shall be the responsibility of the Lead Agency. Any disputes that arise after the award between a participating entity and the vendor shall be resolved by the entity and the vendor. This does not preclude participating entities from working together to resolve a common dispute.

(e) Sole Source. ~~Sole Source: Sole source purchasing is when there is only one person or company that can provide the goods and/or services needed because of the specialized or unique characteristics of the goods and/or services.~~

(1) The following criteria must be met to procure goods and services that are a sole source.

a. It is the only item that will produce the desired results (or fulfill the specific need) and,

b. The item is available from only one source of supply, or

c. The item is available from more than one vendor, but due to other circumstances (such as exclusive sales territory by manufacturer, prohibitive delivery time and cost, etc.), only one vendor is suited to provide the goods or services.

(2) Any purchase of goods and/or services with an estimated value greater than or equal to the amount established under Florida Statute 287.017, Category 2, that is intended to be purchased from a sole source, must be electronically posted, in accordance with Florida Statute 287.057(3) for fifteen (15) days. The notice must include a request that potential vendors provide information regarding their ability to supply the goods and/or services described.

(3) Purchases of goods and/or services from a sole source are exempt from competitive requirements upon written approval of the City Manager, or designee and other appropriate City personnel within their expenditure

authority as set forth in this section.

(4) The request for sole source purchases shall set forth the purpose and need, an explanation why the item will exclusively produce the desired results (or fulfill the specific need) and the criteria. Compatibility to existing equipment shall be an acceptable justification for this exemption, provided the item is only available from a sole source of supply.

(5) The user department and/or the buyer shall attempt to locate competition (alternate sources of supply).

(6) Procurement staff shall keep a log of sole source purchases, which includes the vendor's name, the amount, item description, justification, and the purchase order number, which shall be filed with the City Manager and reported monthly to the City Council.

(7) Procurement staff shall conduct negotiations, as appropriate, as to price, delivery, and terms.

(f) Special Circumstances: Under circumstances where, after competitive bidding, no bids meeting bid requirements are received, or all bids are rejected for failure to meet bid requirements.

(g) Additional Exemptions: The purchase of the following goods and services is exempt from quotes and formal solicitations.

(1) Water, Sewer, Gas, Electric, ~~and Other Utility Services;~~ Telecommunication ~~Services including, but not limited to, cable television, telephone lines, internet connectivity, data and voice circuits, voice over internet protocol ("VOIP"), cellular/wireless phones, wide area network ("WAN") connectivity, pagers, and wireless adapters for cellular data ("air cards").~~ Internet, Cable, Satellite, and other Utility Services.

(2) Postage

(3) Advertisements

(4) Memberships ~~fees,~~ dues, books, subscriptions, and publications

(5) ~~Subscriptions~~ Any items covered under the City's travel policy

(6) ~~Any items covered under the City's travel policy~~ Software/Technology Maintenance and Support renewal fees for existing software or technology licenses

(7) ~~Software/Technology Maintenance and Support renewal fees for existing software or technology licenses~~ Goods and/or services provided by governmental entities

(8) Accident Insurance Reimbursement

(9) Purchase of Real Property, including Closing Services

(10) Title Insurance

(11) Legal Services

(12) Training, education services, and conferences

Sec. 2-26. - Approval requirements

(a) City Council approval shall be required for all contracts and bid awards, piggybacking awards, and sole source awards with an estimated value greater than or equal to ~~fifty thousand dollars ($50,000.00)~~ one-hundred thousand dollars ($100,000.00).

(b) The City Manager or designee shall have approval authority as follows:

(1) Any purchases less than or equal to ~~forty-nine thousand, nine hundred ninety-nine and 99/100 dollars ($49,999.99)~~ nighty-nine thousand, nine hundred ninety-nine and 99/100 dollars ($99,999.99); or

(2) Any purchases of goods and services, excluding capital purchases, pursuant to contracts and bid awards, piggybacking awards, and sole source awards approved by City Council and as set out in the annual budget as adopted by the City Council.

(3) Any purchases of capital items, goods, and services as set forth in a Resolution adopted by City Council.

(c) Department heads or their designee shall have authority to approve purchases of capital items, goods, and services less than or equal to ~~thirty thousand dollars ($30,000.00)~~ fifty thousand dollars ($50,000.00), where such purchase does not exceed the item and/or department budget limit.

(d) Deputy Directors or their designee shall have authority to approve purchases of goods or services less than or equal to nine thousand, nine hundred ninety-nine and 99/100 dollars ($9,999.99), where such purchase does not exceed the item and/or department budget item.

(e) Emergency purchases shall be accomplished in accordance with section 2-25(B).

Sec. 2-27. - Additional procedures/powers of City Manager

(a) The City Manager is hereby granted authority to adopt all such additional administrative policies and procedures supplemental to the provisions of this division that are in the best interests of the City, and not inconsistent with the intent of this division.

(b) Suspension and Debarment

(a) Authority. The City Manager, or their designee, shall have the authority to suspend or debar any person or entity from participating in City procurements when it is determined to be in the best interest of the City. Suspension or debarment may apply to a vendor, contractor, subcontractor, consultant, or any other party seeking to do business with the City ("Vendor").

(b) Causes for Suspension. A vendor may be suspended for a period not exceed to two (2) years as determined by the City Manager upon adequate evidence of any of the following:

(1) Vendor defaults or fails to perform in accordance with the terms, conditions, and/or specifications of a solicitation or contract with the City.

(2) The vendor is charged by information or indictment for fraud, theft,

embezzlement, bribery, falsification or destruction of records, making false statements, receiving stolen property, or any other offense indicating a lack of business integrity or honesty. If the charges are dismissed or the vendors is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final disposition provided to the City by the vendor.

(3) The vendor is charged by information or indictment with the commission of a criminal offense in connection with obtaining or attempting to obtain a public or private contract or subcontract or in the performance of a public or private contract or subcontract.

(4) Violation of any federal, state, or local law, regulation, or ordinance related to the submission of bids or performance of public contracts.

(5) The vendor violates the ethical standards set forth in local, state, or federal law.

(6) Collusion with another vendor or contractor in the submission of a bid or proposal.

(7) The vendor commits any fraud or misrepresentation in connection with a vendor registration, Affidavit Designation, solicitation, or contract with the City

(8) The vendor becomes insolvent, has proceedings in bankruptcy instituted against it, compounds its debts, or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.

(9) A record of unsatisfactory performance on one (1) or more contracts with the City.

(10) Debarment or suspension by any other governmental entity.

(11) Failure to pay taxes, fees, or other financial obligations owed to the City.

(12) Any other cause so serious or compelling as to affect the present responsibility of the vendor or contractor.

(c) Suspension.

(1) The City Manager, or designee, may suspend a vendor or contractor pending the completion of an investigation when there is probable cause to believe that grounds for suspension exist.

(2) Suspension shall be for a temporary period not to exceed two (2) years unless extended for good cause.

(3) A suspended vendor or contractor shall not be eligible to submit bids, proposals, or quotes, or be awarded a City contract during the period of suspension unless the City determines there is a compelling reason to do so.

(d) Permanent Debarment.

(1) Default or failure to fully comply with the conditions, specifications, drawings or terms of a solicitation or contract with the City.

(2) Conviction in a court of competent jurisdiction for commission of those offenses stated in paragraphs 2 and 3 of subsection B of this Section, in connection with the vendor's commercial enterprise. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final court disposition from vendor to the City.

(3) A debarred vendor or contractor shall be excluded from participating in City procurements for the duration of the debarment.

(e) Notice. The City shall provide written notice via certified mail to the vendor or contractor of the proposed suspension or debarment. The notice shall include:

(1) The reasons for the proposed action;

(2) The effective date of the action;

(3) The duration of the suspension or proposed debarment; and

(4) The vendor's right to respond or dispute the suspension or debarment.

(f) Opportunity to Respond.

(1) If the vendor or contractor disagrees with the suspension or debarment, they shall have seven (7) business days from the date of receipt of notice to rebut the suspension or debarment.

(2) Written notification must be sent to the City's Contract and Procurement Division outlining the points of disagreement.

(3) The City Manager will review the vendor's rebuttal, and a finding will be sent to the vendor either upholding or denying the suspension/debarment.

(4) If the vendor does not dispute the suspension or the debarment within the seven (7) days period, the suspension or debarment will be deemed acknowledged and the vendors waives its rebuttal rights.

(g) Decision. After review of the information provided, the City Manager or designee shall issue a written determination affirming, modifying, or rescinding the suspension or debarment.

(h) Effect of Suspension or Debarment. Unless otherwise determined by the City Manager or designee for compelling reasons:

(1) The City shall not solicit bids, proposals, or quotes from a suspended or debarred vendor.

(2) The City shall not award contracts to a suspended or debarred vendor.

(3) Existing contracts may continue if termination is not in the best interest of the City.

(i) Federal Compliance. When federal funds are involved, the City shall comply with applicable federal suspension and debarment requirements and shall verify vendor eligibility through the System for Award Management (SAM.gov) Exclusions List prior to contract award.

Sec. 2-28. - Disposal of surplus property

Surplus property may be disposed of by trade, sealed bid, donated, or sold at public auction depending on the item, its value, or other factors all as may be in accordance with law and City policy. If the surplus property is determined to be only of scrap value or have no commercial value, City staff is authorized sell the surplus property as scrap if possible or dispose in any other appropriate manner. City Council may approve of disposal of surplus property that has commercial value by any method other than as provided herein.

Sec. 2-29. – Intent to Award and Award Protest Procedures

(a) Intent to Award Protest Procedure

(1) In any case where a bidder wishes to protest the results of an intended disposition of any bid, the following action is required:

a. The bidder must file a written protest to the ~~Financial Services Director~~ Deputy City Manager or designee explaining in detail the nature of the protest and the grounds on which it is based. This protest must be received by the ~~Financial Services Director~~ Deputy City Manager or designee no later than three (3) business days after the City's Notice of Intent to Award.

b. The ~~Financial Services Director~~ Deputy City Manager or designee shall respond in writing to the written protest in a timely manner, determine whether the protest is with or without merit, and revise the administrative decision or recommendation, if necessary.

(2) In any case where a bidder wishes to appeal the ~~Financial Services Director~~ Deputy City Manager or designee's protest determination, the following action is required:

a. The bidder must file a written appeal to the City Manager explaining in detail the nature of the appeal and the grounds on which it is based. This written appeal must be received by the City Manager no later than three (3) business days after the Deputy City Manager or designee's written protest determination. Each written appeal must be accompanied by a bid protest appeal bond in the form of a certified check, cashier's check or money order made payable to the City of Palm Coast, in the amount not less than five percent (5%) of the lowest responsive bid and in an amount to secure any City damages or costs arising from the appeal, to be determined by the ~~Financial Services Director~~ Deputy City Manager or designee. In the case of request for qualifications where there is no bid amount, the bond amount shall be an amount to be determined by the ~~Financial Services Director~~ Deputy City Manager or designee, however, in

an amount no less than $10,000.

b. Upon timely receipt of the formal written appeal and bid protest appeal bond, the City Manager shall respond in writing to the written appeal, determine whether the appeal is with or without merit, and revise the administrative decision or recommendation, if necessary.

(3) In any case where a bidder wishes to appeal the determination by the City Manager, the following action is required:

a. The bidder must file a written appeal to City Council, addressed to the City Clerk, explaining in detail the nature of the appeal and the grounds on which it is based. This notice must be received by the City Clerk no later than three (3) business days after the date of the City Manager's written response.

b. The City Clerk shall schedule the bid protest appeal to be heard at an upcoming City Council meeting and provide all relevant documents in the agenda package.

c. The bidder must attend the scheduled City Council meeting. City staff and the bidder will be provided an opportunity to present evidence related to the bid protest appeal.

d. At the scheduled City Council meeting, City Council will determine whether the appeal is with or without merit, and revise the administrative decision or recommendation, if necessary.

(4) Upon receipt by the ~~Financial Services Director~~ Deputy City Manager or designee of the written protest to the City's Notice of Intent to Award, the final bid award shall be delayed until the entirety of the protest procedure, as herein described, has been completed.

(b) Award Protest Procedure

(1) Should the City Council make an award to a bidder, other than the bidder selected in the Notice of Intent to Award, the only bidder with the right to protest the award and file a written appeal is the selected bidder identified in the Notice of Intent to Award. A City Council decision not to make an award to any bidder is not appealable. Each written appeal must be accompanied by a bid protest appeal bond in the form of a certified check, cashier's check or money order made payable to the City of Palm Coast, in an amount not less than five percent (5%) of the lowest responsive bid and in an amount to secure any City damages or costs arising from the appeal, to be determined by the ~~Financial Services Director~~ Deputy City Manager or designee. In the case of request for qualifications where there is no bid amount, the bond amount shall be an amount to be determined by the ~~Financial Services Director~~ Deputy City Manager or designee, however, in an amount no less than $10,000. The following action is required to protest an award:

a. The bidder must file a written appeal to City Council, addressed to the City Clerk, explaining in detail the nature of the appeal and the grounds upon

which it is based. This notice must be received by the City Clerk no later than three (3) business days after the date of the City Council's award. At that time, the final bid award shall be delayed until the protest procedure, as herein described, has been completed, unless City Council decides to otherwise move forward with the award.

b. The City Clerk shall schedule the bid protest appeal to be heard at an upcoming City Council meeting and provide all relevant documents in the agenda package.

c. The protesting bidder must attend the scheduled City Council meeting. City staff and the bidder will be provided an opportunity to present their position on the bid protest appeal and evidence to the City Council.

d. At the scheduled City Council meeting, City Council shall determine whether the appeal is with or without merit, and revise their prior decision, if necessary, or City Council may, at its discretion, order that the appeal be heard by a Hearing Officer pursuant to Chapter 2, Article III, Division 3 of this Code of Ordinances.

e. If the City Council refers the appeal to a Hearing Officer, the protesting bidder must attend the Hearing Officer hearing. City staff and the bidder will be provided an opportunity to present their position on the bid protest appeal and evidence to the Hearing Officer. The Hearing Officer will determine whether the appeal is with or without merit and provide a recommendation to the City Council as to whether or not the City Council should revise its prior decision.

f. The City Council shall have final decision-making authority on all award protest appeals.

(2) The bid protest bond shall be forfeited to the City if one of the following occurs:

a. The bid protest appeal is determined to be without merit or non-valid by the City Manager and no further appeal is filed;

b. The bid protest appeal is determined to be without merit or non-valid by the City Council, or

c. The bidder who filed the appeal did not attend the scheduled City Council meeting and/or Hearing Officer meeting.

Sec. 2-30. – Local Business Preference

(a) Excepted as provided in this division or as may be exempted by applicable State or Federal law, a local business preference shall apply to all purchases or acquisitions of products, materials, and services of the City of Palm Coast. Local Business Preference, as defined in Section 1 of this Ordinance, shall meet the established criteria set forth below. In all quotes and formal solicitations covered in Section 2-24 of this division, qualified Palm Coast persons, firms, and/or corporations shall receive a local business preference. The Local Business Preference as set forth

herein shall apply and shall result in the otherwise qualified local Palm Coast business being awarded the contract, at the amount of the submitted quote or bid, if the local Palm Coast vendor's quote or bid is the next lowest bid and the bid amount is within the applicable percentage of the lowest bid submitted by a non-local business, as set forth herein.

(b) If the Local Business Preference does not result in the Palm Coast business being awarded the contract, then the Local Business Preference applies to persons, firms, and/or corporations residing or located in Flagler County, which meet the established criteria, set forth below. In all quotes and formal solicitations covered in Section 2-24 of this division, qualified persons, firms, and/or corporations shall receive a local business preference. The Local Business Preference as set forth herein shall apply and shall result in the otherwise qualified Flagler County business being awarded the contract, at the amount of the submitted quote or bid, if the local vendor's quote or bid is the next lowest bid and the bid amount is within the applicable percentage of the lowest bid submitted by a non-local business, as set forth herein.

(c) Local Business Preference Amounts and Limit are as follows:

(1) Five percent (5%) of the net quote or bid price up to $200,000.00 as referenced on the quote tabulation or bid price schedule.

(2) Three percent (3%) of the net bid price above $200,000.00 as referenced on the bid price schedule.

(3) The total local business preference shall be limited to $20,000.00 for each quote or project.

Example: Local Business Bid of $250,000 would be provided a Local Business Preference of $11,500.00. ((5% x $200,000.00) + (3% x $50,000.00))

(d) To qualify as a Palm Coast person, firm and/or corporation, a vendor must have its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of the City of Palm Coast for at least one (1) year immediately prior to the request for a quote or formal bid solicitation (Post office boxes do not qualify as a verifiable business address).

(e) To qualify as a Flagler County person, firm and/or corporation, a vendor must have its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of Flagler County for at least one (1) year immediately prior to the request for a quote or formal bid solicitation (Post office boxes do not qualify as a verifiable business address).

(f) Local Business Preference shall not apply to:

(1) Purchases that are funded in whole or part by assistance from any federal, state, or local agency that disallows local preference;

(2) Purchases exempt from obtaining quotes or soliciting formal proposals or bids as described in Sec. 2-25. – Exemptions to Quotes and Formal Solicitations.

(g) The local business preference established in this section does not prohibit the right of the City Council or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

(h) Application of local businesses preference to a particular purchase, contract, or category of contracts for which the City Council is the awarding authority may be waived upon written justification and recommendation by the City Manager and approval of the City Council.

(i) The local business preference established in this section does not prohibit the City Council, or other authorized purchasing authority, from giving any other preference permitted by law in addition to the local business preference.

Sec. 2-31 – Public-Private Partnerships

(a) The submission by private entities and the processing by City of public-private partnership (P3) Proposals, whether solicited or unsolicited, shall be in accordance with Section 255.065 Florida Statutes.

(b) The City Manager may establish a reasonable application fee for the submission of unsolicited P3 proposals. If the initial application fee does not cover the City's costs to evaluate the unsolicited proposal, the City Manager may request in writing the additional amounts required. The private entity must pay the requested additional amounts within 30 days after receipt of the noticed request. The City may stop its review of the unsolicited proposal if the private entity fails to pay the additional amounts. If the City does not evaluate the unsolicited proposal, the City must return the application fee.

(c) The City Manager or designee shall have the authority to decide whether to evaluate any unsolicited proposals. Should the City Manager or designee decide not to evaluate the unsolicited proposal, the City shall return the evaluation fee.

(d) The City Manager or designee shall have the authority to solicit proposals from other parties in accordance with Section 255.065 Florida Statutes for the same or similar P3 concept of any unsolicited proposal, whether or not the unsolicited proposal has been evaluated.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this _____ day of _____ 2026.

ADOPTED on second reading after due public notice and hearing this _____ day of _____ 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

ORDINANCE 2026____
AMENDING PROCUREMENT POLICY

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING CHAPTER 2, ARTICLE 1, DIVISION 3-PURCHASES AND CONTRACTUAL SERVICES SECTIONS 2-24 THROUGH 2-31; OF THE *CODE OF ORDINANCES OF THE CITY OF PALM COAST*; CREATING SECTION 2-23 "DEFINITIONS" PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR DEFINITIONS; CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in October 2003, City Council adopted an Ordinance amending Ordinance 2002-06, which provides for the City's procurement policies; and

WHEREAS, in March 2017, City Council adopted an Ordinance amending Ordinance 2002-06, revising and updating the City's procurement policies; and

WHEREAS, in October 2021, City Council adopted Ordinance 2021-23, repealing and replacing Sections 2-24 through 2-31 of the City's Code of Ordinances to further revise and update the City's procurement policies; and

WHEREAS, the overall goal of the City's procurement policies is to provide the most appropriate quality of goods and services needed by the City to provide agreed to services to its' citizens at the least total public expense considering, as a minimum, initial cost, operating and maintenance costs, and estimated useful life; and

WHEREAS, it is the desire of the City Council of the City of Palm Coast to continue to provide the most cost-effective purchases in the competitive marketplace, as well as ensuring fairness and impartiality in the City's dealings with vendors; and

WHEREAS, to keep with the overall goal and continue to provide the most cost-effective purchases, City Council desires to repeal and replace Chapter 2, Article 1, Division 3 as stated hereinafter.

WHEREAS, words with double underlined type shall constitute additions to the original text and strike through shall constitute deletions to the original text, and asterisks (*

* *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. AMENDMENT CHAPTER 2 – ADMINISTRATION, ARTICLE I -IN GENERAL, DIVISION 3. – PURCHASES AND CONTRACTUAL SERVICES OF *THE CODE OF ORDINANCES.* That Chapter 2 Administration, Article 1, In General, Division 3, Purchases and Contractual Services of the Code of Ordinances of the City of Palm Coast are hereby amended to read as follows:

DIVISION 3. - PURCHASES AND CONTRACTUAL SERVICES

Sec. 2-23. - DEFINITIONS. For the purposes of this Section, the following words and phrases shall be defined as follows:

(a) Bidder or Proposer means an individual or business that submits a bid or proposal in response to a solicitation issued by the City.

(b) Blanket Purchase Orders means purchases ordered for recurring, "as-needed" purchases that support multiple transactions for various items from the same vendor.

(c) Consultants' Competitive Negotiation Act (CCNA) is a Florida law, codified as Section 287.055 of the Florida Statutes, that governs how state and local government agencies procure professional services, particularly in architecture, engineering, landscape architecture, and land surveying.

(d) Cooperative Purchasing means procurement conducted by or on behalf of more than one public entity.

(e) Invitation to Bid (ITB) means an advertised competitive solicitation which includes minimum qualifications and a definitive scope of work or precise specifications, where award(s) is made to the lowest responsive and responsible bidder.

(f) Joint Bidding is a form of intergovernmental cooperative purchasing in which two (2) or more governmental entities agree on specifications and contract terms and conditions for a given item of common usage and combine their requirements for this item in a single Invitation to bid or Request for Proposal.

(g) Local Business Preference applies to persons, firms, and/or corporation residing or located in the City of Palm Coast.

(h) Piggyback or Piggybacking is a procedure of procuring goods or services without the formal solicitation process by means of utilizing another public entities' award of an Invitation to bid or Request for Proposal.

(i) Professional Services generally refers to services rendered by individuals or entities licensed or authorized to practice a specific profession, such as architecture, engineering, or law. These services are typical defined by Florida Statutes and involve specialized knowledge and skilled acquired through education, training, and licensing.

(j). Responsive means any person, firm, or corporation who has submitted a response which conforms in all material respects to the solicitation.

(k) Request for Information (RFI) is a formal document used to gather information from potential suppliers or service provides, typically before a Request for Proposal or Request for Statement of Qualifications.

(l). Request for Proposals (RFP) means a formal solicitation where the ranking and selection is based on a combination of qualifications and price.

(m). Request for Statement of Qualifications (RFSQ) means a formal solicitation typically used for Professional services where the initial ranking and selection is based on qualifications without price being used as a factor.

(n.) Sole Source is when there is only one person or company that can provide the goods and/or services needed because of specialized or unique characteristics of the goods and/or services.

Sec. 2-24. – Quotes and Formal Solicitations

(a) Informal Quotes ~~($5,000.00 to $29,999.99)~~

a. ($3,000 to $9,999.99)

Except as provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to ~~five thousand~~ three thousand dollars ($3,000.00) ~~($5,000.00)~~but less than or equal ~~twenty-nine thousand nine hundred nighty-nine and 99/100 dollars~~ nine thousand, nine hundred ninety-nine and 99/100 dollars ($9,999.99) require one ~~two~~ or more written quotes in accordance with the procedures adopted by the City.

b. ~~Formal Quotes~~ ($10,000 to $49,999.99) ~~($30,000.00 to $49,999.99)~~

Except as provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to ten thousand dollars ($10,000.00) but less than or equal to forty-nine thousand, nine hundred ninety-nine and 99/100 dollars

($49,999.99) require two or more written quotes in accordance with the procedures adopted by the City.

(b) Formal Request for Quotes ($50,000.00 to $99,999.99)

Except as otherwise provided in this division, procurement of goods or services (including leases) with an estimated value greater than or equal to ~~thirty thousand dollars ($30,000.00)~~ fifty thousand dollars ($50,000.00) but less than or equal to ~~forty-nine thousand, nine hundred ninety-nine and 99/100 dollars ($49,999.99)~~ ninety thousand, nine hundred ninety-nine and 99/100 dollars ($99,999.99) require a formal request for quotes which shall be posted on the City's procurement portal to obtain two or more written quotes. The requesting department shall submit the supporting documentation of proper quote vetting to the procurement staff.

(c) Request for Formal Sealed Competitive Solicitation ~~($50,000.00 or greater)~~ (greater than $100,000.00)

Except as otherwise provided in this division, procurement of goods or services (including leases) with an estimated value greater than ~~fifty thousand dollars ($50,000.00)~~ one hundred thousand dollars ($100,000.00) shall require a formal sealed competitive solicitation. Such solicitations may be in the form of an ITB, RFP, RFSQ, RFI, or any other formal solicitation process.

(d) Items may not be purchased in divided quantities to avoid the requirements of this division. For example, a department may have several similar items that are needed for their operation throughout the fiscal year and individually these items are less than ~~$50,000~~ $100,000.00 but in aggregate the items are in excess of ~~$50,000.00~~ $100,000.00. These items should not be split into several requisitions but should be consolidated and procured following the applicable solicitation process.

(e) The solicitation of competitive bids or proposals for professional services covered by the CCNA shall be accomplished in accordance with the provisions of Section 287.055, Florida Statutes. The City of Palm Coast does not permit the piggybacking of other agency contracts that fall under the scope of the CCNA.

(f) The solicitation of competitive bids or proposals for any City construction project that is projected to cost more than $200,000 shall be accomplished in accordance with the provisions of Section 255.0525, Florida Statutes.

~~(g) The solicitation of competitive bids or proposals for City utility projects shall be accomplished in accordance with the provisions of Chapter 180, Florida Statutes.~~

(h) Notwithstanding anything contained herein to the contrary, the City reserves its right to reject any quote, bid, or proposal deemed non-responsive or non-responsible at any time prior to award of a contract.

Sec. 2-25. – Exemptions to Quotes and Formal Solicitations

(a) Blanket Purchase Orders, as defined in Section 2-23 of this Ordinance, shall be managed at the department level, these Purchase Orders are appropriate when there is an ongoing operational need. These purchase orders are under ten thousand dollars ($10,000.00). ~~Small Purchases: Non-recurring purchases of goods or services under five thousand dollars ($5,000.00).~~

(b) Emergency Purchase: An emergency exemption occurs when i) certain conditions might adversely affect the life, health, safety and welfare of City employees or citizens of the City, ii) when City property or equipment are endangered, iii) when it is necessary to maintain or restore vital services, or iv) situations arise which may cause major financial impact to the City should immediate action not be taken. In the case of an emergency, the City Manager, or designee may authorize certain imminent needs purchases. Those delegated the authority to implement emergency purchases are authorized to waive the bid process within their authority. A report listing all emergency purchases, and the circumstances of the emergency shall be submitted to the City Council on a monthly basis. It shall be the responsibility of all authorized personnel implementing this exemption to ensure such emergency purchase is accomplished in accordance with City policy and that emergency purchase procedures are invoked properly and not used solely to circumvent the regular established procurement procedures.

(c) Piggybacking, as defined in Section 1 of this Ordinance, includes but is not limited to piggybacks of State Contracts with the State of Florida, Department of Management Services, and Division of Purchasing, SNAPS Contracts, and Federal GSA contracts.

(1) The City may forego the formal solicitation process by Piggybacking. The award will be in accordance with all the terms and conditions, prices, time frames, and other criteria as included in the other public entities' ITB or RFP. Additional options may be included in a procurement unless the total dollar value of the options is in excess of the City's bid limit. Expired bids cannot be piggybacked.

(2) The City Manager, Department Head, or designee may make purchases/awards, utilizing other public entity bids, provided the contract being piggybacked is approved by City Council, if applicable, the amounts are within the City Council approved budget and the purchase is made in the best interests of the City. For amounts within the City Manager approval authority, the City Manager must approve the piggyback or contract after review by procurement staff. For amounts within the Department Head's approval authority, the Department Head must approve the piggyback or contract after review by procurement staff.

(d) Cooperative Purchasing Programs:

It shall be the policy of the City Council that the City participates in the cooperative purchasing programs that are found to provide cost savings to the City through economies of scale and reduction of administrative costs.

(1) Joint Bidding. Joint bidding is a form of intergovernmental cooperative purchasing in which two (2) or more governmental entities agree on specifications and contract terms and conditions for a given item of common usage and combine their requirements for this item in a single ITB or RFP. Once submittals have been received and discussed by the participating entities, each will administer their procurement process.

(2) Authority. The City Manager shall have the authority to join with other governmental entities in joint bidding ventures where the best interests of the City will be served.

(3) Procedures. The following procedures apply to Joint Bidding ventures:

a. A lead agency shall be designated to prepare and issue the ITB or RFP on behalf of the participating entities.

b. The lead agency shall survey the participating entities for their requirements and prepare the specifications for the Bid for Proposal and a list of vendors for review by the participating entities.

c. Lead agency shall solicit, receive, open, and tabulate the Bids or Proposals.

d. Responses shall be evaluated based upon the specifications and criteria set forth in the ITB and Bids received, or Request for Proposals and Proposals received, and a recommendation shall be made with respect to the award. Each participating entity shall be responsible for issuing its own contract and making its own payments. Any pre-award disputes related to the specifications or Bids/Proposal process shall be the responsibility of the Lead Agency. Any disputes that arise after the award between a participating entity and the vendor shall be resolved by the entity and the vendor. This does not preclude participating entities from working together to resolve a common dispute.

(e) Sole Source. ~~Sole Source: Sole source purchasing is when there is only one person or company that can provide the goods and/or services needed because of the specialized or unique characteristics of the goods and/or services.~~

(1) The following criteria must be met to procure goods and services that are a sole source.

a. It is the only item that will produce the desired results (or fulfill the specific need) and,

b. The item is available from only one source of supply, or

c. The item is available from more than one vendor, but due to other circumstances (such as exclusive sales territory by manufacturer, prohibitive delivery time and cost, etc.), only one vendor is suited to provide the goods or services.

(2) Any purchase of goods and/or services with an estimated value greater than or equal to the amount established under Florida Statute 287.017, Category 2, that is intended to be purchased from a sole source, must be electronically posted, in accordance with Florida Statute 287.057(3) for fifteen (15) days. The notice must include a request that potential vendors provide information regarding their ability to supply the goods and/or services described.

(3) Purchases of goods and/or services from a sole source are exempt from competitive requirements upon written approval of the City Manager, or designee and other appropriate City personnel within their expenditure

authority as set forth in this section.

(4) The request for sole source purchases shall set forth the purpose and need, an explanation why the item will exclusively produce the desired results (or fulfill the specific need) and the criteria. Compatibility to existing equipment shall be an acceptable justification for this exemption, provided the item is only available from a sole source of supply.

(5) The user department and/or the buyer shall attempt to locate competition (alternate sources of supply).

(6) Procurement staff shall keep a log of sole source purchases, which includes the vendor's name, the amount, item description, justification, and the purchase order number, which shall be filed with the City Manager and reported monthly to the City Council.

(7) Procurement staff shall conduct negotiations, as appropriate, as to price, delivery, and terms.

(f) Special Circumstances: Under circumstances where, after competitive bidding, no bids meeting bid requirements are received, or all bids are rejected for failure to meet bid requirements.

(g) Additional Exemptions: The purchase of the following goods and services is exempt from quotes and formal solicitations.

(1) Water, Sewer, Gas, Electric, ~~and Other Utility Services~~; Telecommunication ~~Services including, but not limited to, cable television, telephone lines, internet connectivity, data and voice circuits, voice over internet protocol ("VOIP"), cellular/wireless phones, wide area network ("WAN") connectivity, pagers, and wireless adapters for cellular data ("air cards").~~ Internet, Cable, Satellite, and other Utility Services.

(2) Postage

(3) Advertisements

(4) Memberships ~~fees~~, dues, books, subscriptions, and publications

(5) ~~Subscriptions~~ Any items covered under the City's travel policy

(6) ~~Any items covered under the City's travel policy~~ Software/Technology Maintenance and Support renewal fees for existing software or technology licenses

(7) ~~Software/Technology Maintenance and Support renewal fees for existing software or technology licenses~~ Goods and/or services provided by governmental entities

(8) Accident Insurance Reimbursement

(9) Purchase of Real Property, including Closing Services

(10) Title Insurance

(11) Legal Services

(12) Training, education services, and conferences

Sec. 2-26. - Approval requirements

(a) City Council approval shall be required for all contracts and bid awards, piggybacking awards, and sole source awards with an estimated value greater than or equal to ~~fifty thousand dollars ($50,000.00)~~ one-hundred thousand dollars ($100,000.00).

(b) The City Manager or designee shall have approval authority as follows:

(1) Any purchases less than or equal to ~~forty-nine thousand, nine hundred ninety-nine and 99/100 dollars ($49,999.99)~~ nighty-nine thousand, nine hundred ninety-nine and 99/100 dollars ($99,999.99); or

(2) Any purchases of goods and services, excluding capital purchases, pursuant to contracts and bid awards, piggybacking awards, and sole source awards approved by City Council and as set out in the annual budget as adopted by the City Council.

(3) Any purchases of capital items, goods, and services as set forth in a Resolution adopted by City Council.

(c) Department heads or their designee shall have authority to approve purchases of capital items, goods, and services less than or equal to ~~thirty thousand dollars ($30,000.00)~~ fifty thousand dollars ($50,000.00), where such purchase does not exceed the item and/or department budget limit.

(d) Deputy Directors or their designee shall have authority to approve purchases of goods or services less than or equal to nine thousand, nine hundred ninety-nine and 99/100 dollars ($9,999.99), where such purchase does not exceed the item and/or department budget item.

(e) Emergency purchases shall be accomplished in accordance with section 2-25(B).

Sec. 2-27. - Additional procedures/powers of City Manager

(a) The City Manager is hereby granted authority to adopt all such additional administrative policies and procedures supplemental to the provisions of this division that are in the best interests of the City, and not inconsistent with the intent of this division.

(b) Suspension and Debarment

(a) Authority. The City Manager, or their designee, shall have the authority to suspend or debar any person or entity from participating in City procurements when it is determined to be in the best interest of the City. Suspension or debarment may apply to a vendor, contractor, subcontractor, consultant, or any other party seeking to do business with the City ("Vendor").

(b) Causes for Suspension. A vendor may be suspended for a period not exceed to two (2) years as determined by the City Manager upon adequate evidence of any of the following:

(1) Vendor defaults or fails to perform in accordance with the terms, conditions, and/or specifications of a solicitation or contract with the City.

(2) The vendor is charged by information or indictment for fraud, theft,

embezzlement, bribery, falsification or destruction of records, making false statements, receiving stolen property, or any other offense indicating a lack of business integrity or honesty. If the charges are dismissed or the vendors is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final disposition provided to the City by the vendor.

(3) The vendor is charged by information or indictment with the commission of a criminal offense in connection with obtaining or attempting to obtain a public or private contract or subcontract or in the performance of a public or private contract or subcontract.

(4) Violation of any federal, state, or local law, regulation, or ordinance related to the submission of bids or performance of public contracts.

(5) The vendor violates the ethical standards set forth in local, state, or federal law.

(6) Collusion with another vendor or contractor in the submission of a bid or proposal.

(7) The vendor commits any fraud or misrepresentation in connection with a vendor registration, Affidavit Designation, solicitation, or contract with the City

(8) The vendor becomes insolvent, has proceedings in bankruptcy instituted against it, compounds its debts, or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.

(9) A record of unsatisfactory performance on one (1) or more contracts with the City.

(10) Debarment or suspension by any other governmental entity.

(11) Failure to pay taxes, fees, or other financial obligations owed to the City.

(12) Any other cause so serious or compelling as to affect the present responsibility of the vendor or contractor.

(c) Suspension.

(1) The City Manager, or designee, may suspend a vendor or contractor pending the completion of an investigation when there is probable cause to believe that grounds for suspension exist.

(2) Suspension shall be for a temporary period not to exceed two (2) years unless extended for good cause.

(3) A suspended vendor or contractor shall not be eligible to submit bids, proposals, or quotes, or be awarded a City contract during the period of suspension unless the City determines there is a compelling reason to do so.

(d) Permanent Debarment.

(1) Default or failure to fully comply with the conditions, specifications, drawings or terms of a solicitation or contract with the City.

(2) Conviction in a court of competent jurisdiction for commission of those offenses stated in paragraphs 2 and 3 of subsection B of this Section, in connection with the vendor's commercial enterprise. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final court disposition from vendor to the City.

(3) A debarred vendor or contractor shall be excluded from participating in City procurements for the duration of the debarment.

(e) Notice. The City shall provide written notice via certified mail to the vendor or contractor of the proposed suspension or debarment. The notice shall include:

(1) The reasons for the proposed action;

(2) The effective date of the action;

(3) The duration of the suspension or proposed debarment; and

(4) The vendor's right to respond or dispute the suspension or debarment.

(f) Opportunity to Respond.

(1) If the vendor or contractor disagrees with the suspension or debarment, they shall have seven (7) business days from the date of receipt of notice to rebut the suspension or debarment.

(2) Written notification must be sent to the City's Contract and Procurement Division outlining the points of disagreement.

(3) The City Manager will review the vendor's rebuttal, and a finding will be sent to the vendor either upholding or denying the suspension/debarment.

(4) If the vendor does not dispute the suspension or the debarment within the seven (7) days period, the suspension or debarment will be deemed acknowledged and the vendors waives its rebuttal rights.

(g) Decision. After review of the information provided, the City Manager or designee shall issue a written determination affirming, modifying, or rescinding the suspension or debarment.

(h) Effect of Suspension or Debarment. Unless otherwise determined by the City Manager or designee for compelling reasons:

(1) The City shall not solicit bids, proposals, or quotes from a suspended or debarred vendor.

(2) The City shall not award contracts to a suspended or debarred vendor.

(3) Existing contracts may continue if termination is not in the best interest of the City.

(i) Federal Compliance. When federal funds are involved, the City shall comply with applicable federal suspension and debarment requirements and shall verify vendor eligibility through the System for Award Management (SAM.gov) Exclusions List prior to contract award.

Sec. 2-28. - Disposal of surplus property

Surplus property may be disposed of by trade, sealed bid, donated, or sold at public auction depending on the item, its value, or other factors all as may be in accordance with law and City policy. If the surplus property is determined to be only of scrap value or have no commercial value, City staff is authorized sell the surplus property as scrap if possible or dispose in any other appropriate manner. City Council may approve of disposal of surplus property that has commercial value by any method other than as provided herein.

Sec. 2-29. – Intent to Award and Award Protest Procedures

(a) Intent to Award Protest Procedure

(1) In any case where a bidder wishes to protest the results of an intended disposition of any bid, the following action is required:

a. The bidder must file a written protest to the ~~Financial Services Director~~ Deputy City Manager or designee explaining in detail the nature of the protest and the grounds on which it is based. This protest must be received by the ~~Financial Services Director~~ Deputy City Manager or designee no later than three (3) business days after the City's Notice of Intent to Award.

b. The ~~Financial Services Director~~ Deputy City Manager or designee shall respond in writing to the written protest in a timely manner, determine whether the protest is with or without merit, and revise the administrative decision or recommendation, if necessary.

(2) In any case where a bidder wishes to appeal the ~~Financial Services Director~~ Deputy City Manager or designee's protest determination, the following action is required:

a. The bidder must file a written appeal to the City Manager explaining in detail the nature of the appeal and the grounds on which it is based. This written appeal must be received by the City Manager no later than three (3) business days after the Deputy City Manager or designee's written protest determination. Each written appeal must be accompanied by a bid protest appeal bond in the form of a certified check, cashier's check or money order made payable to the City of Palm Coast, in the amount not less than five percent (5%) of the lowest responsive bid and in an amount to secure any City damages or costs arising from the appeal, to be determined by the ~~Financial Services Director~~ Deputy City Manager or designee. In the case of request for qualifications where there is no bid amount, the bond amount shall be an amount to be determined by the ~~Financial Services Director~~ Deputy City Manager or designee, however, in

an amount no less than $10,000.

b. Upon timely receipt of the formal written appeal and bid protest appeal bond, the City Manager shall respond in writing to the written appeal, determine whether the appeal is with or without merit, and revise the administrative decision or recommendation, if necessary.

(3) In any case where a bidder wishes to appeal the determination by the City Manager, the following action is required:

a. The bidder must file a written appeal to City Council, addressed to the City Clerk, explaining in detail the nature of the appeal and the grounds on which it is based. This notice must be received by the City Clerk no later than three (3) business days after the date of the City Manager's written response.

b. The City Clerk shall schedule the bid protest appeal to be heard at an upcoming City Council meeting and provide all relevant documents in the agenda package.

c. The bidder must attend the scheduled City Council meeting. City staff and the bidder will be provided an opportunity to present evidence related to the bid protest appeal.

d. At the scheduled City Council meeting, City Council will determine whether the appeal is with or without merit, and revise the administrative decision or recommendation, if necessary.

(4) Upon receipt by the ~~Financial Services Director~~ Deputy City Manager or designee of the written protest to the City's Notice of Intent to Award, the final bid award shall be delayed until the entirety of the protest procedure, as herein described, has been completed.

(b) Award Protest Procedure

(1) Should the City Council make an award to a bidder, other than the bidder selected in the Notice of Intent to Award, the only bidder with the right to protest the award and file a written appeal is the selected bidder identified in the Notice of Intent to Award. A City Council decision not to make an award to any bidder is not appealable. Each written appeal must be accompanied by a bid protest appeal bond in the form of a certified check, cashier's check or money order made payable to the City of Palm Coast, in an amount not less than five percent (5%) of the lowest responsive bid and in an amount to secure any City damages or costs arising from the appeal, to be determined by the ~~Financial Services Director~~ Deputy City Manager or designee. In the case of request for qualifications where there is no bid amount, the bond amount shall be an amount to be determined by the ~~Financial Services Director~~ Deputy City Manager or designee, however, in an amount no less than $10,000. The following action is required to protest an award:

a. The bidder must file a written appeal to City Council, addressed to the City Clerk, explaining in detail the nature of the appeal and the grounds upon

which it is based. This notice must be received by the City Clerk no later than three (3) business days after the date of the City Council's award. At that time, the final bid award shall be delayed until the protest procedure, as herein described, has been completed, unless City Council decides to otherwise move forward with the award.

b. The City Clerk shall schedule the bid protest appeal to be heard at an upcoming City Council meeting and provide all relevant documents in the agenda package.

c. The protesting bidder must attend the scheduled City Council meeting. City staff and the bidder will be provided an opportunity to present their position on the bid protest appeal and evidence to the City Council.

d. At the scheduled City Council meeting, City Council shall determine whether the appeal is with or without merit, and revise their prior decision, if necessary, or City Council may, at its discretion, order that the appeal be heard by a Hearing Officer pursuant to Chapter 2, Article III, Division 3 of this Code of Ordinances.

e. If the City Council refers the appeal to a Hearing Officer, the protesting bidder must attend the Hearing Officer hearing. City staff and the bidder will be provided an opportunity to present their position on the bid protest appeal and evidence to the Hearing Officer. The Hearing Officer will determine whether the appeal is with or without merit and provide a recommendation to the City Council as to whether or not the City Council should revise its prior decision.

f. The City Council shall have final decision-making authority on all award protest appeals.

(2) The bid protest bond shall be forfeited to the City if one of the following occurs:

a. The bid protest appeal is determined to be without merit or non-valid by the City Manager and no further appeal is filed;

b. The bid protest appeal is determined to be without merit or non-valid by the City Council, or

c. The bidder who filed the appeal did not attend the scheduled City Council meeting and/or Hearing Officer meeting.

Sec. 2-30. – Local Business Preference

(a) Excepted as provided in this division or as may be exempted by applicable State or Federal law, a local business preference shall apply to all purchases or acquisitions of products, materials, and services of the City of Palm Coast. Local Business Preference, as defined in Section 1 of this Ordinance, shall meet the established criteria set forth below. In all quotes and formal solicitations covered in Section 2-24 of this division, qualified Palm Coast persons, firms, and/or corporations shall receive a local business preference. The Local Business Preference as set forth

herein shall apply and shall result in the otherwise qualified local Palm Coast business being awarded the contract, at the amount of the submitted quote or bid, if the local Palm Coast vendor's quote or bid is the next lowest bid and the bid amount is within the applicable percentage of the lowest bid submitted by a non-local business, as set forth herein.

(b) If the Local Business Preference does not result in the Palm Coast business being awarded the contract, then the Local Business Preference applies to persons, firms, and/or corporations residing or located in Flagler County, which meet the established criteria, set forth below. In all quotes and formal solicitations covered in Section 2-24 of this division, qualified persons, firms, and/or corporations shall receive a local business preference. The Local Business Preference as set forth herein shall apply and shall result in the otherwise qualified Flagler County business being awarded the contract, at the amount of the submitted quote or bid, if the local vendor's quote or bid is the next lowest bid and the bid amount is within the applicable percentage of the lowest bid submitted by a non-local business, as set forth herein.

(c) Local Business Preference Amounts and Limit are as follows:

(1) Five percent (5%) of the net quote or bid price up to $200,000.00 as referenced on the quote tabulation or bid price schedule.

(2) Three percent (3%) of the net bid price above $200,000.00 as referenced on the bid price schedule.

(3) The total local business preference shall be limited to $20,000.00 for each quote or project.

Example: Local Business Bid of $250,000 would be provided a Local Business Preference of $11,500.00. ((5% x $200,000.00) + (3% x $50,000.00))

(d) To qualify as a Palm Coast person, firm and/or corporation, a vendor must have its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of the City of Palm Coast for at least one (1) year immediately prior to the request for a quote or formal bid solicitation (Post office boxes do not qualify as a verifiable business address).

(e) To qualify as a Flagler County person, firm and/or corporation, a vendor must have its headquarters, manufacturing facility, or locally-owned franchise located in, or having a street address within, the legal boundaries of Flagler County for at least one (1) year immediately prior to the request for a quote or formal bid solicitation (Post office boxes do not qualify as a verifiable business address).

(f) Local Business Preference shall not apply to:

(1) Purchases that are funded in whole or part by assistance from any federal, state, or local agency that disallows local preference;

(2) Purchases exempt from obtaining quotes or soliciting formal proposals or bids as described in Sec. 2-25. – Exemptions to Quotes and Formal Solicitations.

(g) The local business preference established in this section does not prohibit the right of the City Council or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

(h) Application of local businesses preference to a particular purchase, contract, or category of contracts for which the City Council is the awarding authority may be waived upon written justification and recommendation by the City Manager and approval of the City Council.

(i) The local business preference established in this section does not prohibit the City Council, or other authorized purchasing authority, from giving any other preference permitted by law in addition to the local business preference.

Sec. 2-31 – Public-Private Partnerships

(a) The submission by private entities and the processing by City of public-private partnership (P3) Proposals, whether solicited or unsolicited, shall be in accordance with Section 255.065 Florida Statutes.

(b) The City Manager may establish a reasonable application fee for the submission of unsolicited P3 proposals. If the initial application fee does not cover the City's costs to evaluate the unsolicited proposal, the City Manager may request in writing the additional amounts required. The private entity must pay the requested additional amounts within 30 days after receipt of the noticed request. The City may stop its review of the unsolicited proposal if the private entity fails to pay the additional amounts. If the City does not evaluate the unsolicited proposal, the City must return the application fee.

(c) The City Manager or designee shall have the authority to decide whether to evaluate any unsolicited proposals. Should the City Manager or designee decide not to evaluate the unsolicited proposal, the City shall return the evaluation fee.

(d) The City Manager or designee shall have the authority to solicit proposals from other parties in accordance with Section 255.065 Florida Statutes for the same or similar P3 concept of any unsolicited proposal, whether or not the unsolicited proposal has been evaluated.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 4. CODIFICATION. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this 21st day of April 2026.

ADOPTED on second reading after due public notice and hearing this 5th day of May 2026.

ATTEST: CITY OF PALM COAST

_____ _____
KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____
MARCUS DUFFY, CITY ATTORNEY

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026

Agenda Item:
G.2

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: ORDINANCE 2026-XX APPROVING FIRST AMENDMENT TO THE 5TH AMENDMENT OF THE PALM COAST PARK MASTER PLANNED DEVELOPMENT (MPD) AGREEMENT APPLICATION # 6431

Presenter: **Estelle Lens, A.I.C.P, Senior Planner**

Attachments:

1. Presentation
2. Ordinance
3. Agreement - Palm Coast Park 1st Amendment to the 5th Amended MPD Agreement
4. Staff Report
5. Map Series
6. Letter from the Applicant
7. Site Plan
8. Typical Lot Layout
9. Rendering-Elevations
10. Summary of Neighborhood Meeting
11. Affidavit and Picture of Sign Posting
12. Business Impact Estimate

Background:

Request: The applicant is proposing to amend the 5th Amendment to the Palm Coast Park Master Planned Development Agreement. This request is specific to Tracts 16 and 7A (Subject Tracts) of Palm Coast Park. The request proposes to:

· Allow single family residential development on Tract 16.
· Add development standards for single family residential development on Tracts 16 and 7A.

Background:

The Palm Coast Park Development of Regional Impact (DRI) was approved in December 2004. The Palm Coast Park Master Planned Development (MPD) Agreement was approved in October 2011. The Ninth Amendment to the DRI and Fifth Amendment to the MPD were approved by City Council in May 2023.

Tracts 16 and 7A of Palm Coast Park, known as Sawmill Branch Phase 6, received approval of a Subdivision Master Plan for 320 townhouse lots by the Planning and Land Development Regulation Board on June 18, 2024. The Preliminary Plat for the townhouse project is currently under review. The applicant is

requesting to change the 320-lot townhouse development to a 244 (detached) single family residential lot development.
The proposed development standards include:
- Minimum lot width - 30 feet
- Minimum lot area - 2,550
- One car garage for units with less than 1,550 SF of living area and two car garages for units with 1,550 SF or more of living area.

Staff finds that this request meets the review criteria contained in Land Development Code (LDC) sections 2.05.05 and 2.09.04.

Public Participation:
The applicant hosted a neighborhood meeting as required by LDC Section 2.05.02 at 6:00 p.m. on Tuesday, February 17, 2026, in the cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast. No one from the public attended the meeting. Staff has not received any public correspondence regarding this request.

Planning and Land Development Board (PLDRB) Meeting on March 18, 2026.
The Planning and Land Development Regulation Board reviewed this application at its regularly scheduled meeting on March 18, 2026 and found the request to be in compliance with the Comprehensive Plan and recommended that City Council approve this application subject to the following conditions:

1. Provide an additional 20ft wide landscaping break every twelve lots.
2. Provide a small amenity for the residents such as a playground.

This is a quasi-judicial item, please disclose any ex parte communication.

Recommended Action:
THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD FINDS THIS REQUEST CONSISTENT WITH THE COMPREHENSIVE PLAN AND THE LAND DEVELOPMENT CODE AND RECOMMENDS THAT CITY COUNCIL APPROVE THE PROPOSED AMENDMENT APPLICATION NUMBER 6431 WITH THE CONDITIONS STATED ABOVE.

Amendment to the Palm Coast Park Master Planned Development Agreement

City Council
Business Meeting April 21, 2026

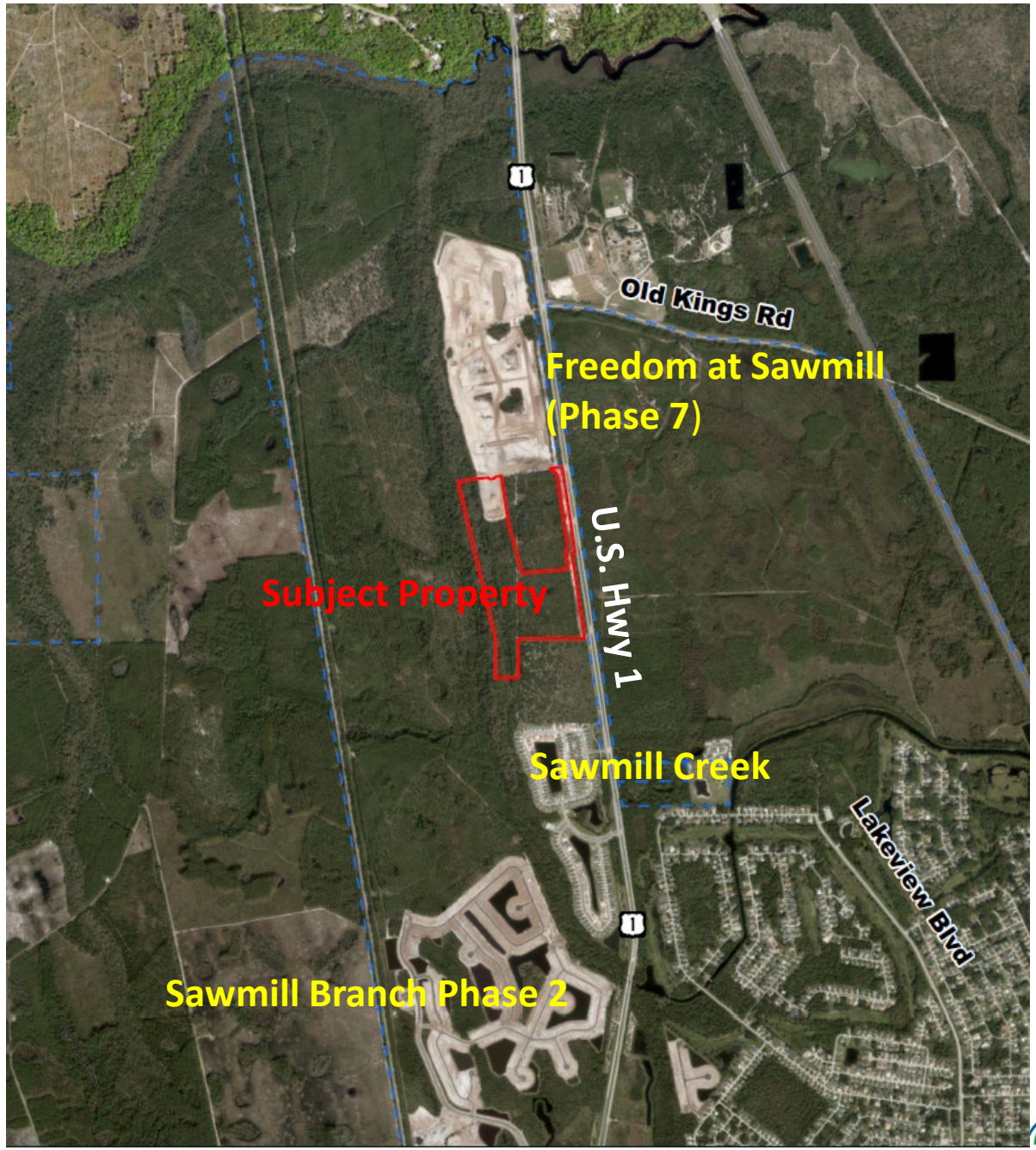
Staff Presentation:
Estelle Lens, AICP, Senior Planner

Application Background

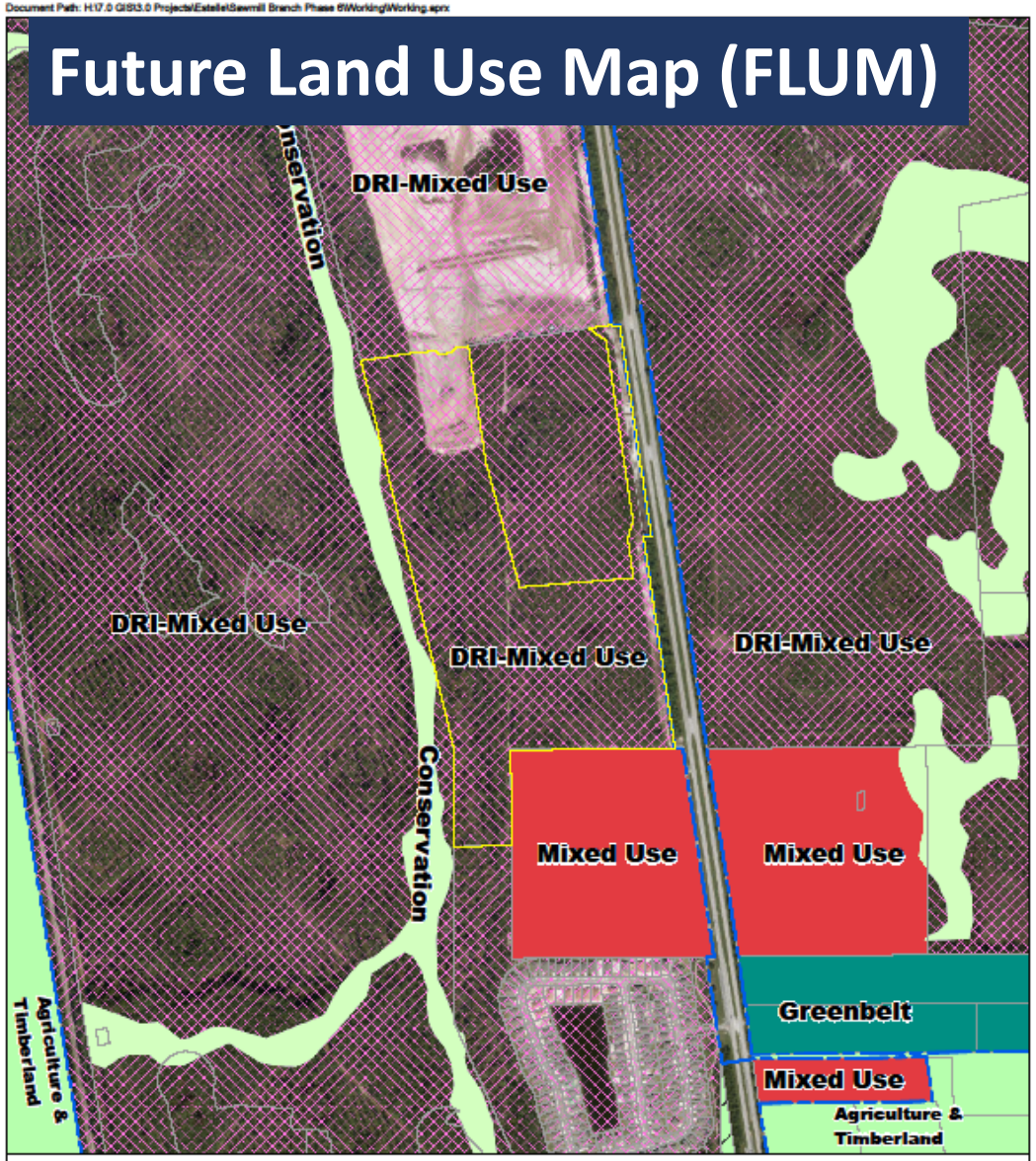
- Owner: Forestar (USA) Real Estate Group
- Applicant: Michael D. Chiumento III
- Subject Property: Tracts 16 and 7A of Palm Coast Park
- Location: West side of U.S. Hwy. 1 approximately 0.8 miles south of Old Kings Road N.
- Request: Amend the Fifth Amendment to the Palm Coast Park Master Planned Development (MPD) Agreement to allow single family residential development on Tract 16 and to add development standards for single family residential development on Tracts 16 and 7A.

Distant Aerial

North



Future Land Use Map (FLUM)



Future Land Use Map

Palm Coast City Limits
Subject Property
Palm Coast FLUM
Conservation
DRI-Mixed Use
Greenbelt
Mixed Use
AGRICULTURE & TIMBERLANDS, Annexed Area, Flagler County FLUM adopted
Coastal High Hazard Area
Unincorporated Flagler Future Land Use
AGRICULTURE & TIMBERLANDS

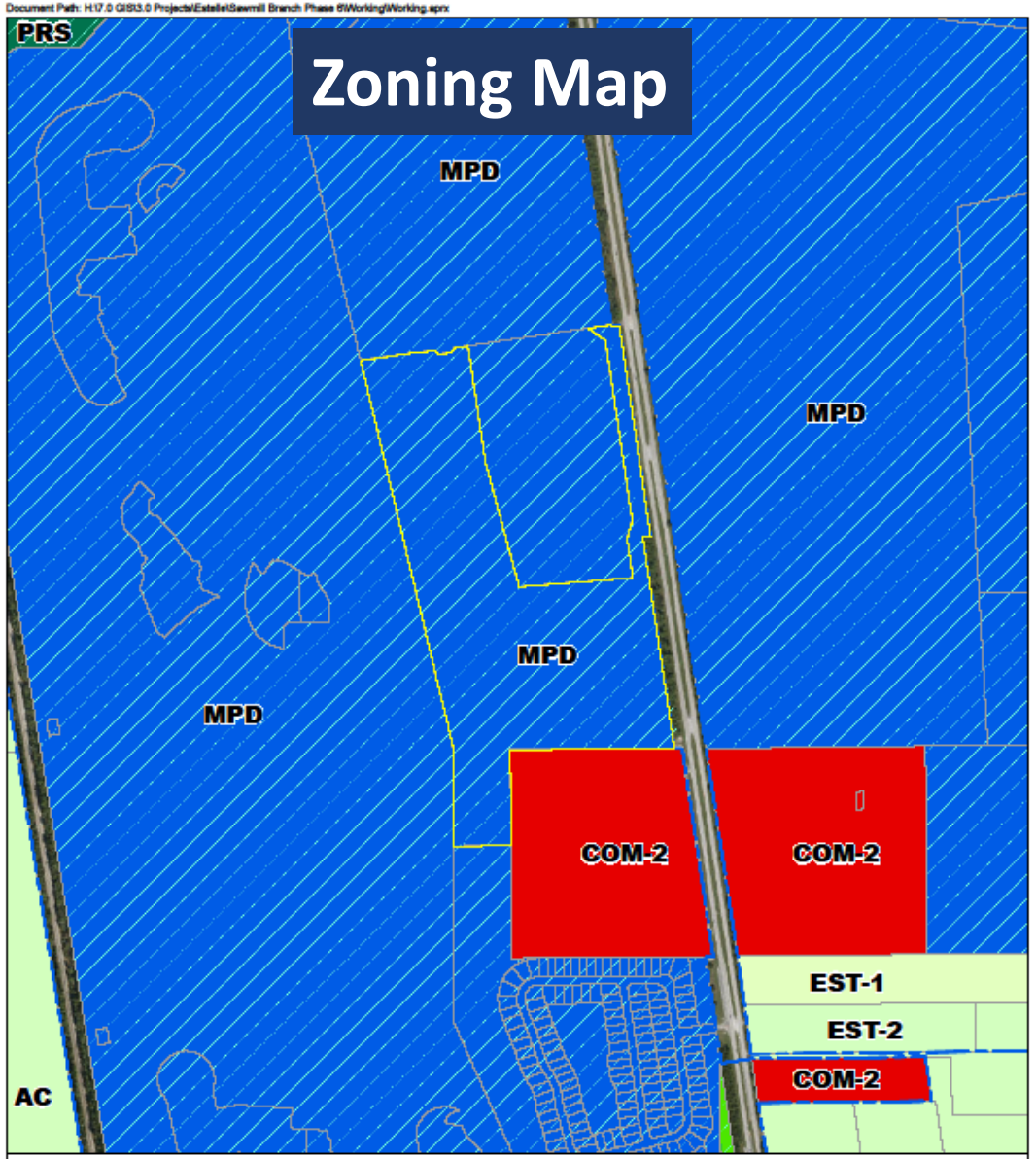
0 800 Feet

Map Provided by the Planning Division
Date: 4/26/2024

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.

North

Zoning Map



Zoning Map

Palm Coast City Limits
Subject Property
Palm Coast Zoning Districts
AGR
COM-2
EST-1
EST-2
PRS
MPD, MPD post 11-16-08 designation
Unincorporated Flagler Zoning
AC

0 800 Feet

Map Provided by the Planning Division
Date: 4/26/2024

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.

Background and History

- December 2004 - The Palm Coast Park Development of Regional Impact (DRI) was approved.
- October 2011 - The Palm Coast Park Master Planned Development (MPD) Agreement was approved.
- May 2023 - The Ninth Amendment to the DRI and Fifth Amendment to the MPD were approved.

Public Benefits of the MPD

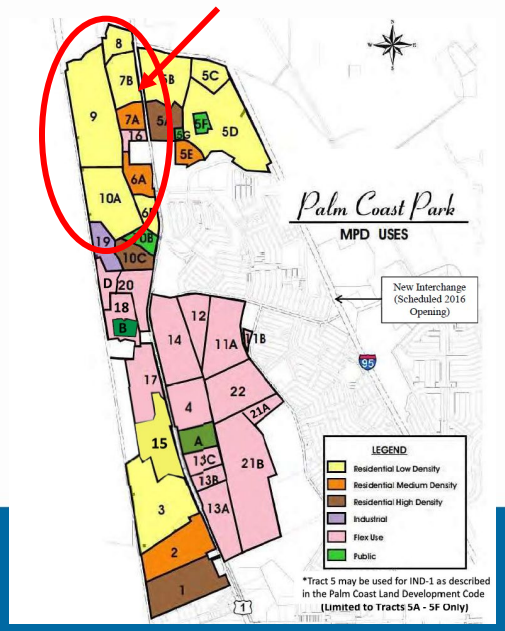
- Preservation of over 1,845 acres of wetlands and nearly 116 acres of gopher tortoise habitat.
- Donation of the Hewlett's Mill historic site to the Florida Agricultural Museum.
- A $7.5 million payment to the City for roadway construction, without receiving impact fee credits.
- Donation of land for key public infrastructure: 30 acres for a school site and 30 acres for our Wastewater Treatment Plant (WWTP) 2. (Both Sept. 2020)
- Donation of up to 74 acres, a linear park on the west side of US-1, and an east-west trail system connecting the DRI with nearby schools.

Background and History (cont.)

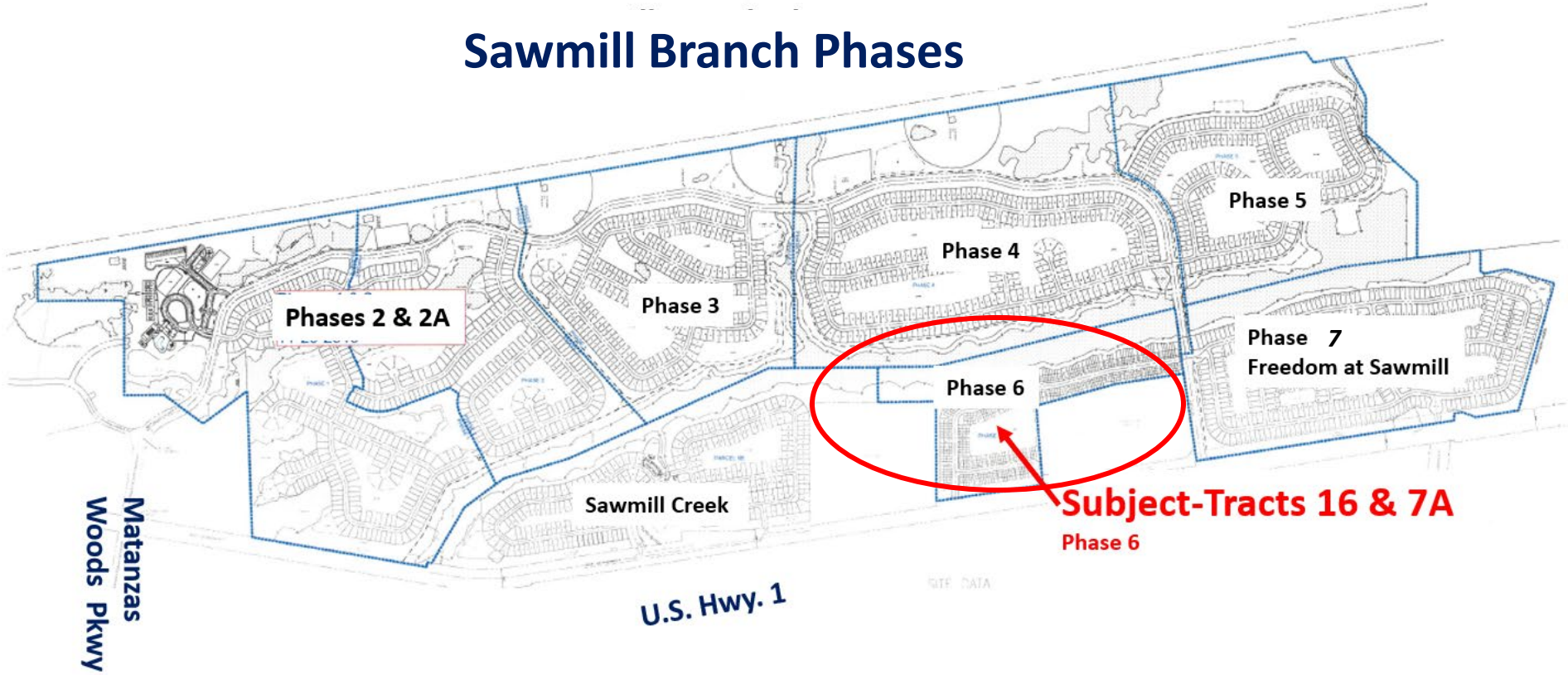
The Sawmill Branch phases span the northern portion of the Palm Coast Park MPD

- Phase 6 is currently approved for 320 townhouse lots on 18-foot wide lots
- Proposing 244 (detached) SFR lots on 30-foot wide lots

Sawmill Branch Phases



Sawmill Branch Phases



Background and History
Subject Property

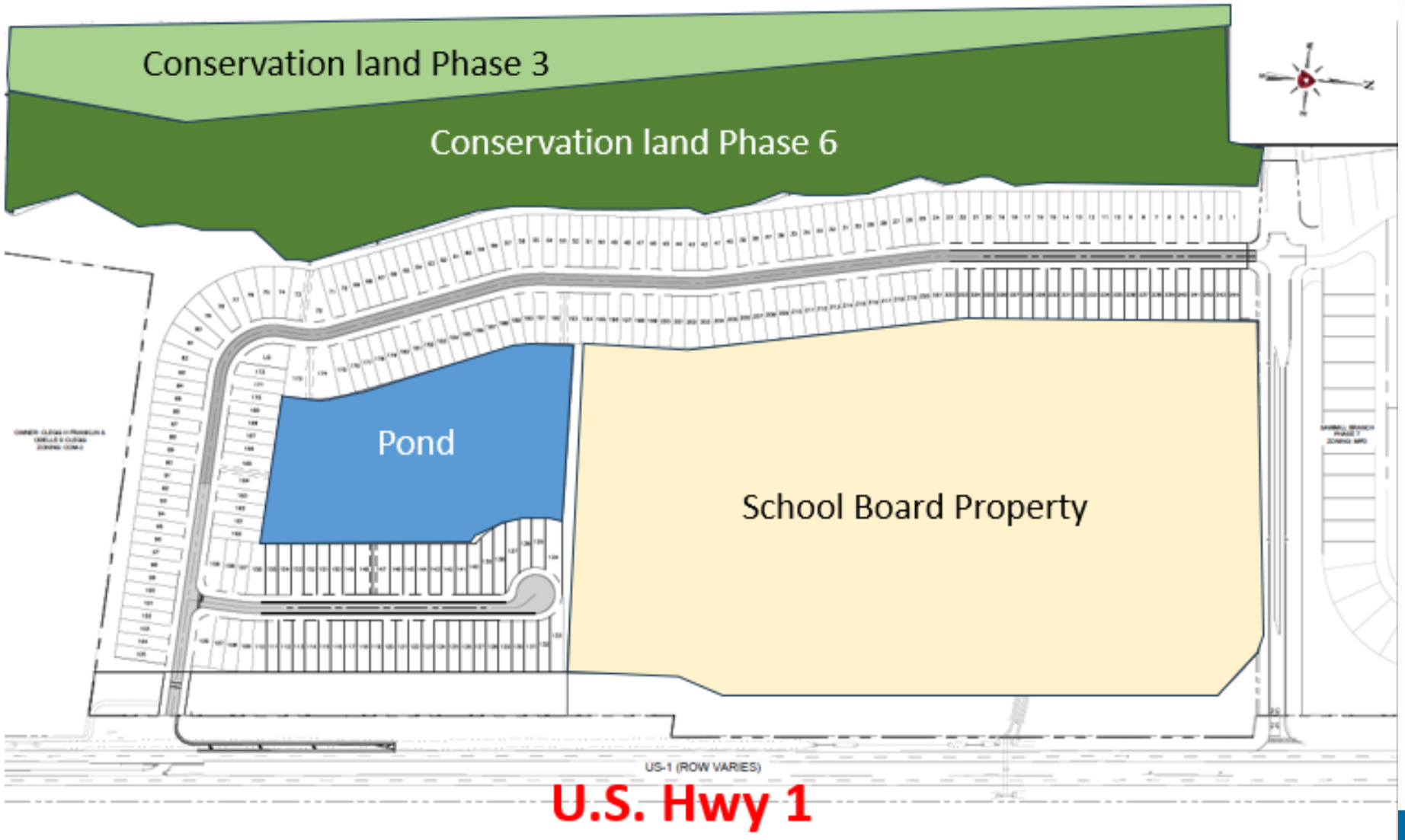
- June 18, 2024 – Subject property received Subdivision Master Plan approval for Sawmill Branch Phase 6 - 320 townhouse lots.
- The Preliminary Plat for the townhouse project is currently under review. The most recent comment letter to the applicant is dated May 29, 2025.
- The applicant is requesting to change the proposed development from a 320-lot townhouse development to a 244-lot (detached) single family residential development.
- Tract 16 currently only allows MFR uses in Table 4-1 of the MPD Agreement. So, this request includes allowing SFR on Tract 16.

Development Standards

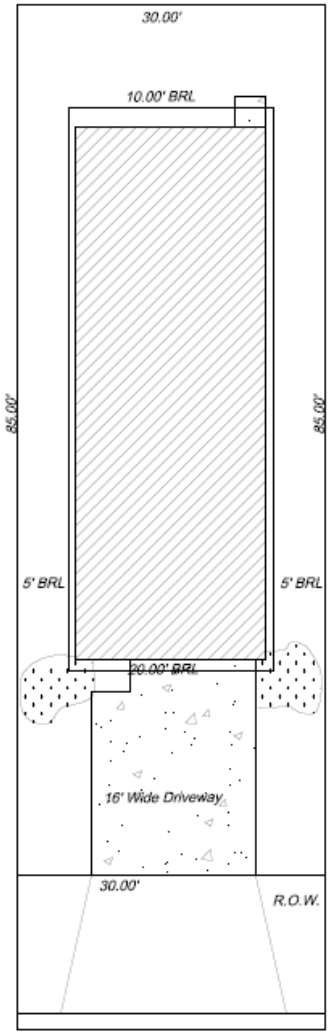
- Lots - 30 feet wide
- Lots - 2,550 SF min. area
- 1,000 SF Living area (same as current MPD Agmt.)
- 1,550 SF or less - one car garage

Criteria-Palm Coast Park MPD	Low Density Residential (SFR)	Medium Density Residential (MFR)	Approved Sawmill Branch Ph. 6 Townhouse development	Proposed Standards for Tract 16 and 7A
Minimum Lot Size	4,000 s.f.	2,000 s.f.	2,000 s.f.	2,550 s.f.
Minimum Lot With	40'	18'	18'	30'
Maximum Density (units per acre) [7]	6	10 DU/Acre max	10 Max 6.69 net	7 DU/Acre 5.10 net
Minimum Living Area (square feet)	1,000 s.f.	650 s.f.	650 s.f.	1,000 s.f.
Minimum Front Setback	10' (20' to garage)	10' (20' to garage)	10' (20' to garage)	20'
Minimum Rear Setback	10'	10'	10'	15'
Minimum Street Rear Setback	10'	10'	10'	15'
Minimum Side Setback	5'	10'	10'	5'
Minimum Street Side Setback	20'	10'	10'	15'
Maximum Impervious Surface Ratio (ISR) [10]	75%	80% MFR 26.63% (TH)	80% max	75%
Maximum Building Height [11]	35' SFR	45' Max.	27'	35' Max

Conceptual Plan



Typical Lot Layout



Architectural Rendering

LDC Section 2.05.05 criteria

A. The proposed development must not be in conflict with or contrary to the public interest;
B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;
C. The proposed development must not impose a significant financial liability or hardship for the City;
D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;
E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.

LDC Section 2.05.05 Summary

- The amendment proposes a less dense development. The single-family residential neighborhood will not be in conflict with the public interest.
- The request is consistent with the Comp Plan as identified in the staff report. Specifically – Chapter 3 Housing Element - Goal 3.4.
  - *Goal 3.4 Diversity in Housing.* Allow a variety of lot sizes and housing types to meet the needs of the citizenry through all stages of life. The City has an over abundance of ¼-acre platted single-family lots. There is a need for different sized lots and different types of housing.
- Utilities are currently available and will be extended and installed at the owner' expense. The project will not impose a financial burden on the city.

LDC Section 2.09.04 criteria

A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.
B. Consistency with the general intent of the LDC.
C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.
D. Compatibility within the development and relationship with surrounding neighborhoods.
E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.
F. The feasibility and compatibility of development phases to stand as independent developments.

LDC Section 2.09.04 (Cont.)

G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.
H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.
I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.
J. Impact upon the environment or natural resources.
K. Impact on the economy of any affected area.

LDC Section 2.09.04 Findings Summary

- The current density allowed on Tracts 16 and 7A of the Palm Coast Park Master Planned Development is ten units per acre.
- The applicant is requesting a maximum density of seven units per acre.
- The tracts are currently approved for a 320 lot/unit townhouse development.
- The applicant is proposing to reduce the number of lots/units on these tracts by 76 (244 SFR lots)
- This project will provide less units, create less traffic and be more consistent with the other single family residential developments in Palm Coast Park and the other Sawmill Branch single family residential projects which are approved and under construction or are currently under review.

Findings Summary (Cont.)

Staff finds that the requested MPD amendment meets the developmental criteria of both:

- LDC Section 2.05.05
- LDC Section 2.09.04.

Public Participation

- The applicant hosted a neighborhood meeting as required by LDC Section 2.05.02 at 6:00 p.m. on Tuesday, February 17, 2026, in the cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast.

- No one from the public attended the meeting.

- Staff has not received any correspondence from the public regarding this request.

Recommendation-PLDRB

The Planning and Land Development Regulation Board reviewed this application at its regularly scheduled meeting on March 18, 2026 and found the request to be in compliance with the Comprehensive Plan and recommended that City Council approve this application subject to the following conditions:

1. Provide an additional 20ft wide landscaping break every twelve lots.
2. Provide a small amenity for the residents such as a playground.

Next Steps

- April 21, 2026 - City Council – 1st reading of the ordinance
- May 5, 2026 – City Council – 2nd reading of the ordinance

Followed by:

- Subdivision Master Plan
- Preliminary Plat
- Final Plat

Applicant is available for questions

ORDINANCE 2026-
FIRST AMENDMENT TO THE FIFTH AMENDMENT OF THE PALM COAST PARK MASTER PLAN DEVELOPMENT (MPD) AGREEMENT
APPLICATION #6431

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE FIFTH AMENDMENT OF THE PALM COAST PARK MASTER PLAN DEVELOPMENT AGREEMENT, AS ESTABLISHED IN SECTION 2.09 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE, FOR ±65.92 ACRES OF CERTAIN REAL PROPERTY DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBER 06-10-30-0000-01010-00A1, GENERALLY LOCATED ON THE WEST SIDE OF U.S. HWY 1 APPROXIMATLEY 0.8 MILES SOUTH OF OLD KINGS ROAD NORTH AND BEING MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT A; PERMITTING SINGLE FAMILY RESIDENTIAL DEVEOPMENT ON TRACT 16 AND ADDING DEVELOPMENT STANDARDS FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT ON TRACTS 16 AND 7A.; PROVIDING FOR SEVERABILITY, CONFLICTS; AND AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast ("City"), as the governing body of the City, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, and the City of Palm Coast Unified Land Development Code, is authorized and empowered to consider applications relating to zoning; and

WHEREAS, BYRNDOG, PCP, LLC, a Florida limited liability company, is the Declarant of the Palm Coast Park Master Planned Development Agreement (5th Amended, Restated. & Reformatted), and has entered into the Development Agreement as recorded in Official Records Book 2898 Pages 224 through 280 of the public records of Flagler County, Florida ("Development Agreement"); and

WHEREAS, FORESTAR (USA) REAL ESTATE GROUP, Inc., a Delaware corporation ("Owner") is the Owner of Tracts 16 and 7A of the Palm Coast Park Master Planned Development further described in "Attachment A"; and

WHEREAS, the Owner has requested to amend the Development Agreement in order to permit single family residential development on Tract 16 and add criteria for single family residential development on Tracts 16 and 7A; and

WHEREAS, the notice and public hearing requirements, as provided for in Chapter 2 (Review Authority, Enforcement, and Procedures) of the City of Palm Coast Unified Land Development Code (Ordinance No. 2008-23) have been satisfied; and

WHEREAS, the City Council of the City of Palm Coast held duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all

interested parties submitting written and oral comments and supporting data and analysis, and has considered the evidence and testimony presented by the applicant and other interested parties, the recommendations of the various City reviewing departments, and the recommendation of the Planning and Land Development Regulation Board (PLDRB) at its regularly scheduled meeting conducted on March 18, 2026, and after complete deliberation, the City Council hereby finds the requested change consistent with the City of Palm Coast Comprehensive Plan, and that sufficient, competent and substantial evidence supports the proposed amendment set forth hereunder; and

WHEREAS, the City Council of the City of Palm Coast hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast, Florida.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. MPD AMENDMENT. The Palm Coast City Council, pursuant to the Land Development Code of the City of Palm Coast hereby enacts this Ordinance amending the Fifth Amendment to the Palm Coast Park Master Planned Development agreement attached hereto as Exhibit "B" for the property generally located on the west side U.S. Hwy 1 approximately 0.8 miles south of Old Kings Road North, legally described in Exhibit "A" attached hereto.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

SECTION 4. CONFLICTS. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

APPROVED on first reading this 21t day of April 2026.

ADOPTED on second reading after due public notice and hearing this 5th day of May 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachments:

Exhibit "A" Legal Description

Exhibit "B" First Amendment to the Fifth Amendment to the Palm Coast Park Master Planned Development Agreement

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WEST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) IN GOVERNMENT SECTIONS 16 AND 21, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT SECTION 17, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE SOUTH 89°28'57" WEST ALONG THE SOUTH LINE OF SAID SECTION 17 FOR A DISTANCE OF 1,667.92 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD RIGHT OF WAY (A 150 FOOT RIGHT-OF-WAY): THENCE DEPARTING SAID SOUTH LINE OF SECTION 17, NORTH 09°09'13" WEST ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE FOR A DISTANCE OF 3898.15 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 17; THENCE ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE, NORTH 54°24'01" EAST ALONG SAID NORTHERLY LINE OF SECTION 17 FOR A DISTANCE OF 139.61 FEET; THENCE NORTH 09°09'13" WEST FOR A DISTANCE OF 326.06 FEET; THENCE DEPARTING SAID RAILROAD RIGHT OF WAY, NORTH 62°02'35" EAST FOR A DISTANCE OF 465.68 FEET; THENCE NORTH 90°00'00" EAST FOR A DISTANCE OF 391.61 FEET; THENCE NORTH 43°07'13" EAST FOR A DISTANCE OF 725.79 FEET; THENCE SOUTH 89°50'08" EAST FOR A DISTANCE OF 783.66 FEET; THENCE NORTH 06°27'35" WEST FOR A DISTANCE OF 663.74 FEET; THENCE NORTH 89°59'00" EAST FOR A DISTANCE OF 221.02 FEET; THENCE NORTH 27°37'20" EAST FOR A DISTANCE OF 46.78 FEET; THENCE NORTH 10°56'45" WEST FOR A DISTANCE OF 229.07 FEET; THENCE NORTH 16°43'09" EAST FOR A DISTANCE OF 521.68 FEET TOA POINT ON THE SOUTHERLY BOUNDARY LINE OF THOSE LANDS THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) AS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 74°10'00" EAST ALONG SAID SOUTHERLY BOUNDARY LINE OF SJRWMD LANDS FOR A DISTANCE OF 1,368.66 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5); THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE SOUTH 08°29'47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY FOR A DISTANCE OF 448.18 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 20°57'74" WEST FOR A DISTANCE OF 150.02 FEET; THENCE SOUTH 08°29'45" EAST FOR A DISTANCE OF 88.69 FEET TO A POINT ON THE SOUTH LINE OF GOVERNMENT SECTION 9, TOWNSHIP 10 SOUTH, RANGE 30 EAST THENCE NORTH 89°54'17" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 74.52 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5); THENCE DEPARTING SAID SOUTH LINE OF SECTION 9, SOUTH 08°29'47" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. I FOR A DISTANCE OF 424.83 FEET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY

LINE SOUTH 08°29'47" EAST FOR A DISTANCE OF 2,269.81 FEET TO THE POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 08°29'47" EAST FOR A DISTANCE OF 5.10 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, NORTH 89°37'47" EAST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 50.51 FEET; THENCE SOUTH 08°29'47" EAST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U.S HIGHWAY NO. 1, FOR A DISTANCE OF 1,352.36 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, SOUTH 89°35'12" WEST, FOR A DISTANCE OF 50.50 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 08°29'47" EAST, FOR A DISTANCE OF 1,361.03 FEET; THENCE SOUTH 89°44'24" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 1,036.84 FEET; THENCE SOUTH 00°30'10" EAST, A DISTANCE OF 605.63 FEET; THENCE SOUTH 89°31'04" WEST, A DISTANCE OF 365.16 FEET; THENCE NORTH 00°16'23" WEST, A DISTANCE OF 607.04 FEET; THENCE NORTH 13°27'02" WEST, A DISTANCE OF 2,474.78 FEET; THENCE NORTH 81°30'13" EAST, A DISTANCE OF 94.88 FEET; THENCE NORTH 8°29'47" WEST, A DISTANCE OF 52.00 FEET; THENCE NORTH 81°30'13" EAST, A DISTANCE OF 214.92 FEET; THENCE NORTH 8°29'47" WEST, A DISTANCE OF 10.47 FEET; THENCE NORTH 84°21'57" EAST, A DISTANCE OF 167.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 87°08'15", AN ARC LENGTH OF 38.02 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°03'55" EAST, 34.46 FEET TO A POINT; THENCE SOUTH 08°29'47" EAST, A DISTANCE OF 1.63 FEET; THENCE NORTH 81°30'13" EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°30'13" EAST, 35.36 FEET TO THE POINT OF TANGENCY; THENCE NORTH 81°47'47" EAST, A DISTANCE OF 95.30 FEET; THENCE SOUTH 08°29'47" EAST; A DISTANCE OF 714.44 FEET; THENCE SOUTH 14°56'37" EAST, A DISTANCE OF 848.88 FEET; THENCE NORTH 85°21'59" EAST, A DISTANCE OF 723.99 FEET; THENCE NORTH 08°29'47" WEST, A DISTANCE OF 249.22 FEET; THENCE NORTH 15°23'17" EAST, A DISTANCE OF 123.49 FEET; THENCE NORTH 08°29'47" WEST, A DISTANCE OF 1,150.40 FEET; THENCE NORTH 54°35'43" WEST, A DISTANCE OF 135.83 FEET; THENCE NORTH 81°18'52" EAST, A DISTANCE OF 147.56 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
FIRST AMENDMENT TO FIFTH AMENDMENT TO THE PALM COAST PARK MPD AGEEMENT

Prepared by and Return to:
Michael D. Chiumento III, Esq.
CHIUMENTO LAW, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164
Attn: Caroline McNeil

FIRST AMENDMENT TO THE FIFTH AMENDED, RESTATED & REFORMATTED PALM COAST PARK MASTER PLAN DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE FIFTH AMENDED, RESTATED & REFORMATTED PALM COAST PARK MASTER PLAN DEVELOPMENT AGREEMENT (the "2026 MPD Amendment") is effective this _____ day of _____, 2026, by and between **Byrndog PCP, LLC** a Florida limited liability company (the "Declarant") and **the City of Palm Coast, a Florida municipal corporation (the "City")**.

WHEREAS, on May 16, 2023 (1st Reading) and November 7, 2023 (2nd Reading) the City Council approved Ordinance #2023-17, Palm Coast Park Master Plan Development Agreement (5th Amended, Restated, & Reformatted) (the "MPD Agreement"), being duly recorded September 4, 2024, in Official Records Book 2898, Page 219, of the Public Records of Flagler County, Florida; and

WHEREAS, on May 7, 2021, the Declarant sold to Forestar (USA) Real Estate Group, Inc. parcels of land (the "Owner Lands") subject to the MPD Agreement with the intent to develop residential property, and

WHEREAS, the Declarant desires to amend the MPD Agreement to add residential dimensional standards for single family residential development on Tracts 16 and 7A.

NOW, THEREFORE, BE IT HEREBY ORDERED AND RESOLVED by the City Council, that based upon the following Findings of Fact and Conclusions of Law, and the consent and agreement of the Declarant, and subject to the following terms and conditions, the City Council hereby approves this 2026 MPD Amendment, pursuant to the provisions of

Section 380.06, *Florida Statutes*, and other applicable State laws, and the codes and ordinances of the City:

FINDING OF FACTS

1. The above Recitals/Whereas clauses are hereby adopted and incorporated into this 2026 MPD Amendment.

2. The MPD Agreement and this 2026 MPD Amendment are consistent with the State's Comprehensive Plan as set forth at Chapter 187, *Florida Statutes*.

4. The MPD Agreement and this 2026 MPD Amendment are consistent with the City's Comprehensive Plan.

6. The public hearing to consider this 2026 MPD Amendment was properly noticed and held by the City Council pursuant to Section 380.06, *Florida Statutes*.

MODIFIED TERMS

7. Table 4-1 shall allow SFR in the Zoning Category for Tract 16.

8. On Tracts 16 and 7A, the MPD Agreement shall allow for single family residential detached units as follows:

Standard	**Single Family Residential on Tracts 7A and 16**
Minimum Lot Size	2,550 sq. ft.
Development Site Size	N/A
Minimum Lot Width	30’
Maximum Density (units per acre)	7.0
Minimum Living Area (square feet)	1,000
Minimum Front Setback	20’
Minimum Rear Setback	10’
Minimum Rear Street Setback	15’
Minimum Interior Side Setback	5’

Minimum Street Side Setback	15’
Maximum Impervious Surface Ratio (ISR)	0.75
Maximum Building Height	35’

MISCELLANEOUS PROVISIONS

9. **Parking**: Parking for Tracts 16 and 7A shall be as follows. Residences with less than 1,550 square feet of living area shall have at least one-car garage and a permanent surface for two exterior parking spaces. A two-car garage is required for residences with 1,550 or more square feet of living area. Two exterior parking spaces as required herein shall have a minimum driveway of at least sixteen (16) feet in width and at least twenty (20) feet in length measured from the structure to the property line.

10. Except as modified or clarified herein, the MPD Agreement remains in full force and effect in accordance with its original terms.

11. This 2026 MPD Amendment may be executed in a number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of this 2026 MPD Amendment.

12. The MPD Agreement is in good standing with neither party in default.

13. Except as modified by this 2026 MPD Amendment, the terms and conditions of the MPD Agreement are hereby ratified, confirmed and shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this 2026 MPD Amendment and the terms of the MPD Agreement the terms of this 2026 MPD Amendment shall govern.

COMES NOW, the undersigned, and covenant and agree to the foregoing.

WITNESS my hand and official seal this ___ day of _____, 2026.

WITNESSES:

Byrndog PCP, LLC, a Florida
limited liability company

By: Douglas Property & Development, Inc., Manager

_____

By:_____
Jeffrey R. Douglas, President

_____

STATE OF FLORIDA)
COUNTY OF FLAGLER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by **Jeffrey R. Douglas**, for and on behalf of **Byrndog PCP, LLC**, a Florida limited liability company, (check one) □ who is personally known to me or □ who produced _____ _____ as identification.

_____

Signature

(Seal) _____
Printed Name

ATTEST:

By:_____

Kaley Cook, City Clerk

Dated:_____

CITY OF PALM COAST, FLORIDA

By:_____

Michael Norris, Mayor

Approved as to form and legality.

_____

Marcus Duffy, City Attorney

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT
FIRST AMENDMENT TO THE FIFTH AMENDMENT
OF THE PALM COAST PARK MASTER PLANNED DEVELOPMENT AGREEMENT
CITY COUNCIL
PUBLIC HEARING ON APRIL 21, 2026

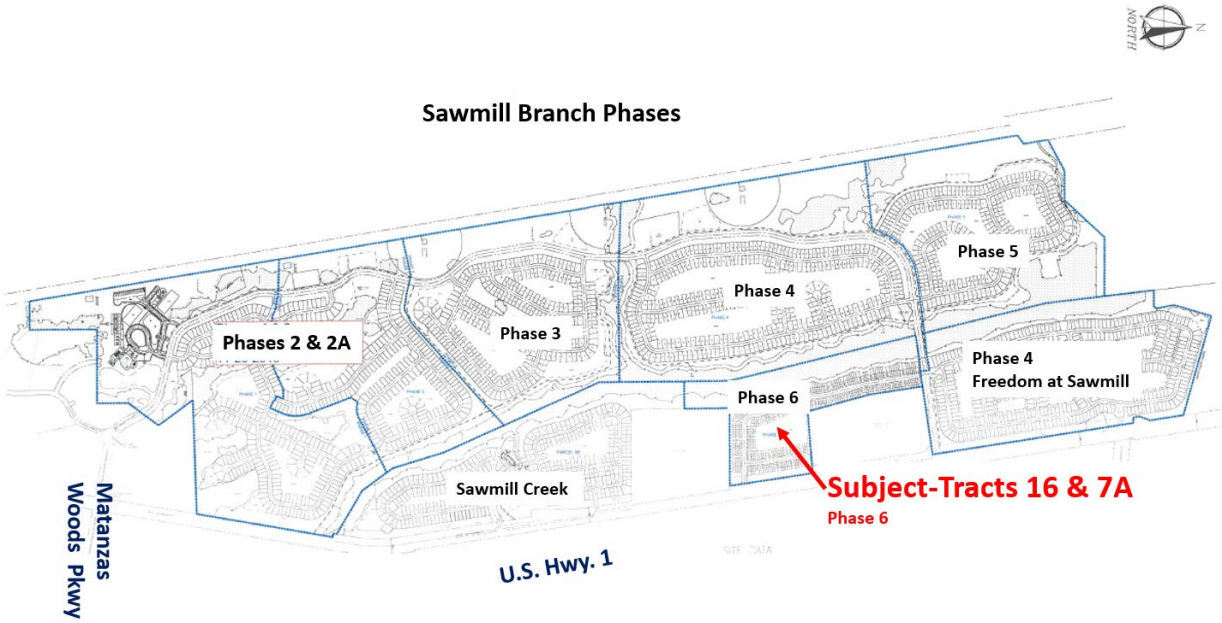
OVERVIEW

Application Number:	6431
Applicant:	Michael D. Chiumento III
Property Location:	West side of U.S. Hwy 1 approximately 0.8 miles south of Old Kings Road N.
Property Owner:	Forestar (USA) Real Estate Group
Parcel ID #:	16-10-30-0000-01010-00A1
Current FLUM:	Development of Regional Impact (DRI) - Mixed Use
Current Zoning:	Master Planned Development (MPD) – Palm Coast Park
Current Use:	Vacant
Size of Property:	±65.92 acres
Requested Action:	Request to amend the Fifth Amendment to the Palm Coast Park Master Planned Development Agreement (Agreement) to allow single family residential development on Tract 16 and to add development standards for single family residential development on Tracts 16 and 7A.

ANALYSIS

REQUESTED ACTION

This request is specific to Tracts 16 and 7A (Subject Tracts) of the Palm Coast Park Master Planned Development (MPD). Tracts 16 and 7A are known as Sawmill Branch Phase 6.



Tract 16 of the MPD is designated MFR-1 in the LDC Zoning Category column in Table 4-1 of the 5th Amendment to the Palm Coast Park MPD Agreement. This amendment proposes to add SFR to this column for Tract 16.

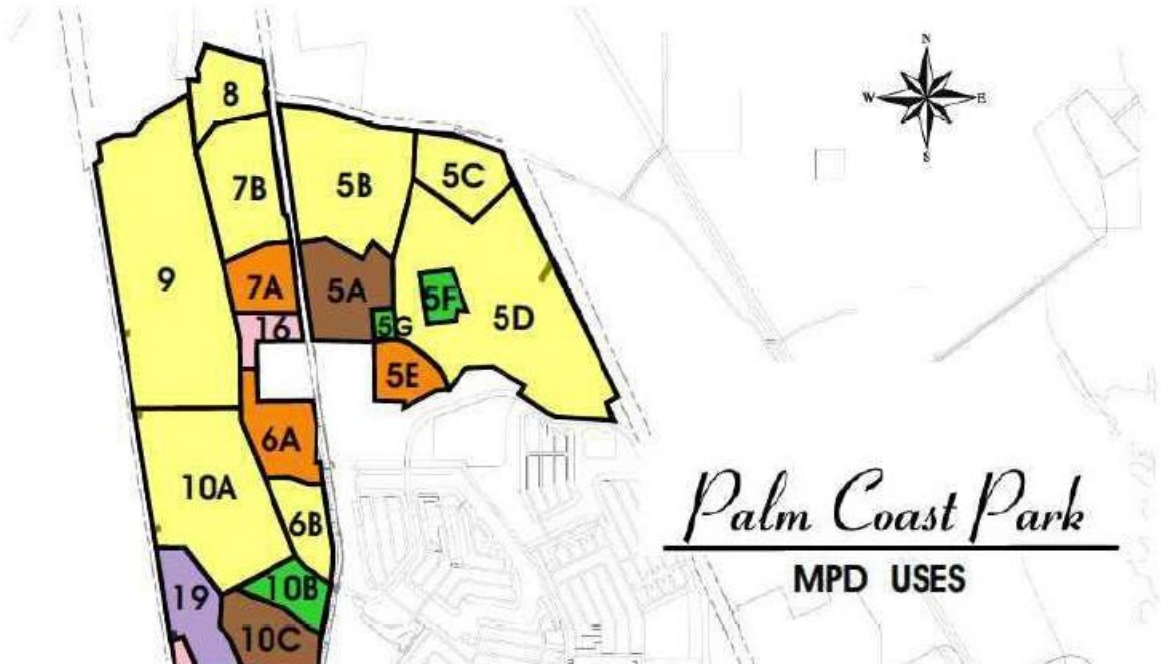
Additionally, the request is to provide Development Standards for (detached) single family residential on tracts 16 and 7A which include the following development standards:

- Minimum lot width - 30 feet
- Minimum lot area - 2,550
- One car garage for units with less than 1,550 SF of living area and two car garages for units with 1,550 SF or more of living area.

BACKGROUND/SITE HISTORY

The Palm Coast Park Development of Regional Impact (DRI) was approved in December 2004. The Palm Coast Park Master Planned Development (MPD) Agreement was approved in October 2011. The Ninth Amendment to the DRI and Fifth Amendment to the MPD were approved by City Council in May 2023.

This image is the northern portion of the Palm Coast Park Tract Map:



A portion (30+ acres) of Tract 7A was conveyed to the School Board of Flagler County in September of 2020.

Tract 16 and the remainder of Tract 7A of the MPD, known as Sawmill Branch Phase 6, received approval of a Subdivision Master Plan for 320 townhouse lots by the Planning and Land Development Regulation Board on June 18, 2024. The Preliminary Plat for the townhouse project is currently under review. The most recent comment letter to the applicant is dated May 29, 2025. The applicant is requesting to change the proposed development from a townhouse development to a (detached) single family residential development.

PROJECT DESCRIPTION

The applicant is proposing to construct 244 (detached) single family residential homes on 30-foot-wide lots on the Subject Tracts of the Palm Coast Park MPD. These Tracts are currently approved for 320 townhouse lots.

This will reduce the density/number of units on these tracts by 76 lots. In addition to decreasing the approved, and potential density, on these tracts, there will be less traffic generated by the fewer units and less demand for water and sewer services.

Criteria-Palm Coast Park MPD	**Low Density Residential (SFR)**	**Medium Density Residential (MFR)**	**Approved Sawmill Branch Ph. 6 Townhouse development**	**Proposed Standards for Tract 16 and 7A**
Minimum Lot Size	4,000 s.f.	2,000 s.f.	**2,000 s.f.**	**2,550 s.f.**
Minimum Lot With	40’	18’	**18’**	**30’**
Maximum Density (units per acre) [7]	6	10 DU/Acre max	**10 Max 6.69 net**	**7 DU/Acre 5.10 net**
Minimum Living Area (square feet)	1,000 s.f.	650 s.f.	**650 s.f.**	**1,000 s.f.**
Minimum Front Setback	10’ (20’ to garage)	10’ (20’ to garage)	**10’ (20’ to garage)**	**20’**
Minimum Rear Setback	10’	10’	**10’**	**15’**
Minimum Street Rear Setback	10’	10’	**10’**	**15’**
Minimum Side Setback	5’	10’	**10’**	**5’**
Minimum Street Side Setback	20’	10’	**10’**	**15’**
Maximum Impervious Surface Ratio (ISR) [10]	75%	80% MFR 26.63% (TH)	**80% max**	**75%**
Maximum Building Height [11]	35’ SFR	45’ Max.	**27’**	**35’ Max**

LAND USE AND ZONING INFORMATION

USE SUMMARY TABLE:

CATEGORY:	EXISTING:	PROPOSED:
Future Land Use Map (FLUM)	DRI- Mixed Use	DRI- Mixed Use
Zoning District	MPD	MPD
Use	Vacant Land	Vacant Land
Acreage	±65.92 acres	±65.92 acres

SURROUNDING LAND USES:

NORTH:	FLUM:	DRI – Mixed Use
	Zoning:	MPD
EAST:	FLUM:	DRI- Mixed Use
	Zoning:	MPD
SOUTH:	FLUM:	DRI- Mixed and Mixed Use
	Zoning:	MPD and COM-2
WEST:	FLUM:	DRI-Mixed Use
	Zoning:	MPD

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.05.05

The Unified Land Development Code, Chapter 2, Part II, Section 2.05.05 states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to*:

A. The proposed development must not be in conflict with or contrary to the public interest;

Staff Finding: The current density allowed on Tracts 16 and 7A of the Palm Coast Park Master Planned Development is ten units per acre. The applicant is requesting a maximum density of seven units per acre. The tracts are currently approved for a 320 lot/unit townhouse development. The applicant is proposing to reduce the number of lots/units on these tracts by 76. This project will provide less units, create less traffic and be more consistent with the other single family residential developments in Palm Coast Park and the other Sawmill Branch single family residential projects which are approved and under construction or are currently under review.

B. The proposed development must be consistent with the Comprehensive Plan and the provisions of this LDC;

Staff Finding: The request is consistent with the Comprehensive Plan. The following Goals Objectives and Policies are provided for elaboration:

- **Chapter 3 Housing Element**

  Goal 3.4 Diversity in Housing. Allow a variety of lot sizes and housing types to meet the needs of the citizenry through all stages of life.

  The City has an over abundance of ¼-acre platted single-family lots. There is a need for different sized lots and different types of housing…to meet the needs of the expanding and diversifying population.

  The City wants to emphasize the importance of a housing supply that recognizes the "life stage" of its current and future residents. "Life Stage" housing recognizes that housing availability encompasses a spectrum of residential options tailored to meet the diverse needs and circumstances of individuals and families across various stages of life. These stages may range from young families starting out on their own, couples with no children, all the way to "empty nesters" or couples whose children have moved out on their own. Beyond particular housing types, the concept of "life stage" recognizes the need for the availability and affordability of housing as determined by the "life stage" of a household/family. Provide a diverse range of housing options that accommodate the evolving needs and preferences of residents throughout all stages of life.

  Staff findings: The proposed lot size has not been previously provided in the City.

- **Chapter 1 Future Land Use Element:**

  -Policy 1.1.1.3 – Measured on a citywide, or cumulative basis, the following density and intensity limitations shall be placed on the FLUM designations: Development of Regional Impact, as discussed in Policy 1.1.1.1.

  -Policy 1.1.1.1. DRI (Mixed Use) allowable uses and density: *As vested in the approved DRI documents and/or issued development orders.*

  Staff Findings: The proposed development standards are consistent with the DRI and MPD documents and are less intensive than what is currently allowed on the Subject Tracts. A single-family residential development is consistent with the surrounding existing and proposed development projects.

  -Objective 1.1.4 – Discourage Urban Sprawl – Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl.

  Staff Findings: The project site is proposed on tracts within the Palm Coast Park MPD and are surrounded by other single family residential development.

  -Policy 1.3.1.3 – The City shall encourage development to locate in the areas where public facilities, infrastructure, and services are available. Where there are deficiencies and where appropriate, the City shall require the developer to provide or extend the facilities as necessary to accommodate development. Applicable impact fees shall be used by the City consistent with State law to offset the costs of the City providing facilities.

Staff Findings: Public facilities have been previously evaluated for the townhome project and service is currently available. This change will be less burdensome on the City with regards to usage of water and sewer, given the reduced number of units.

C. The proposed development must not impose a significant financial liability or hardship for the City;

Staff Finding: City utilities are currently available for this project. Any extensions of City services will be installed at the cost of the developer. The developer will be required to pay applicable impact fees to ensure that the City does not have financial liability for the project.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Staff Finding: The changes proposed will allow for a development which is less intensive than what is currently allowed. Development of the proposed single family residential neighborhood will not create a threat to the general health, welfare or safety of the City's inhabitants.

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.

Staff Finding: The subject property will be required to comply with the requirements of all other applicable local, state and federal agencies throughout the development process.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE, CHAPTER 2, SECTION 2.09.04

The Unified Land Development Code, Chapter 2, Part II, Sec. 2.09.04 states: "*The Planning and Land Development Regulation Board and City Council shall consider the following criteria, in addition to the findings listed in Subsection 2.05.05, when reviewing a master planned development application*":

A. Consistency with all adopted elements of the Comprehensive Plan and whether it furthers the goals and objectives of the Comprehensive Plan.

Staff Finding: As previously stated, the proposed application is consistent with the Comprehensive Plan.

B. Consistency with the general intent of the LDC.

Staff Finding: The standards established in the Palm Coast Park MPD were found to be consistent with the general intent of the LDC when approved. This request reduces the minimum lot width and area of a (detached) single-family residential lot in the MPD. However, the proposed minimums are greater than what is currently allowed on the Subject Tracts for townhouse lots. This may be considered consistent with the intent of the MPD.

C. Degree of departure of the proposed development from surrounding areas in terms of character and density/intensity.

Staff Finding: The request reduces the minimum width of a single-family residential lot in Palm Coast Park by 10 feet and the minimum lot area by 1,450 s.f. This will allow for a new housing type which is being proposed by the developer.

D. Compatibility within the development and relationship with surrounding neighborhoods.

Staff Finding: This request will be compatible with the surrounding single family residential neighborhoods and the Sawmill Branch projects which are currently under review and/or have been approved and are under construction.

E. Adequate provision for future public education and recreation facilities, transportation, water supply, sewage disposal, surface drainage, flood control, and soil conservation as shown in the development plan.

Staff Finding: The applicant has applied for School Concurrency with Flagler County Schools and shall be required to mitigate school concurrency during the platting process. The recreational amenities are being provided for these tracts at a neighboring project and will be shared with the Sawmill Branch community. As mentioned, public facilities have been evaluated and service is currently available.

F. The feasibility and compatibility of development phases to stand as independent developments.

Staff Finding: The developer proposes to build the entirety of the project in one phase.

G. The availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed development.

Staff Finding: The access and roads within the tracts have been approved with the current townhouse development. The applicant is proposing to keep the revised development plan consistent with what has been approved.

H. The benefits within the proposed development and to the general public to justify the requested departure from standard development requirements inherent in a Master Planned Development District classification.

Staff Finding: The public benefit requirements of the Palm Coast Park DRI and MPD have been met. Over the course of the DRI's implementation and amendment history, the developer has contributed:

- Preservation of over 1,845 acres of wetlands and nearly 116 acres of gopher tortoise habitat.
- Donation of the Hewlett's Mill historic site to the Florida Agricultural Museum.
- A $7.5 million payment to the City for roadway construction, without receiving impact fee credits.
- Donation of land for key public infrastructure: 30 acres for a school site and 30 acres for our WWTP2 and well access easements.
- Donation of up to 74 acres, a linear park on the west side of US-1, and an east-west trail system connecting the DRI with nearby schools and the Sports Complex.

I. The conformity and compatibility of the development with any adopted development plan of the City of Palm Coast.

Staff Finding: The request is limited to Tracts 16 and 7A of the Palm Coast Park MPD. This will be a first-time request for 30' foot wide lots for (detached) single family homes with a one car garage. However, this will be compatible with the surrounding Palm Coast Park residential developments.

J. Impact upon the environment or natural resources.

Staff Finding: The project meets the LDC in compliance for protecting natural resources.

K. Impact on the economy of any affected area.

Staff Finding: The proposed project will provide jobs during construction of the project and provide a new housing type for residents.

PUBLIC PARTICIPATION

The applicant hosted a neighborhood meeting as required by LDC Section 2.05.02 at 6:00 p.m. on Tuesday, February 17, 2026, in the cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast. No one from the public attended the meeting.

RECOMMENDATION

The Planning and Land Development Regulation Board reviewed this application at its regularly scheduled meeting on March 18, 2026 and found the request to be in compliance with the Comprehensive Plan and recommended that City Council approve this application subject to the following conditions:

1. Provide an additional 20ft wide landscaping break every twelve lots.
2. Provide a small amenity for the residents such as a playground.

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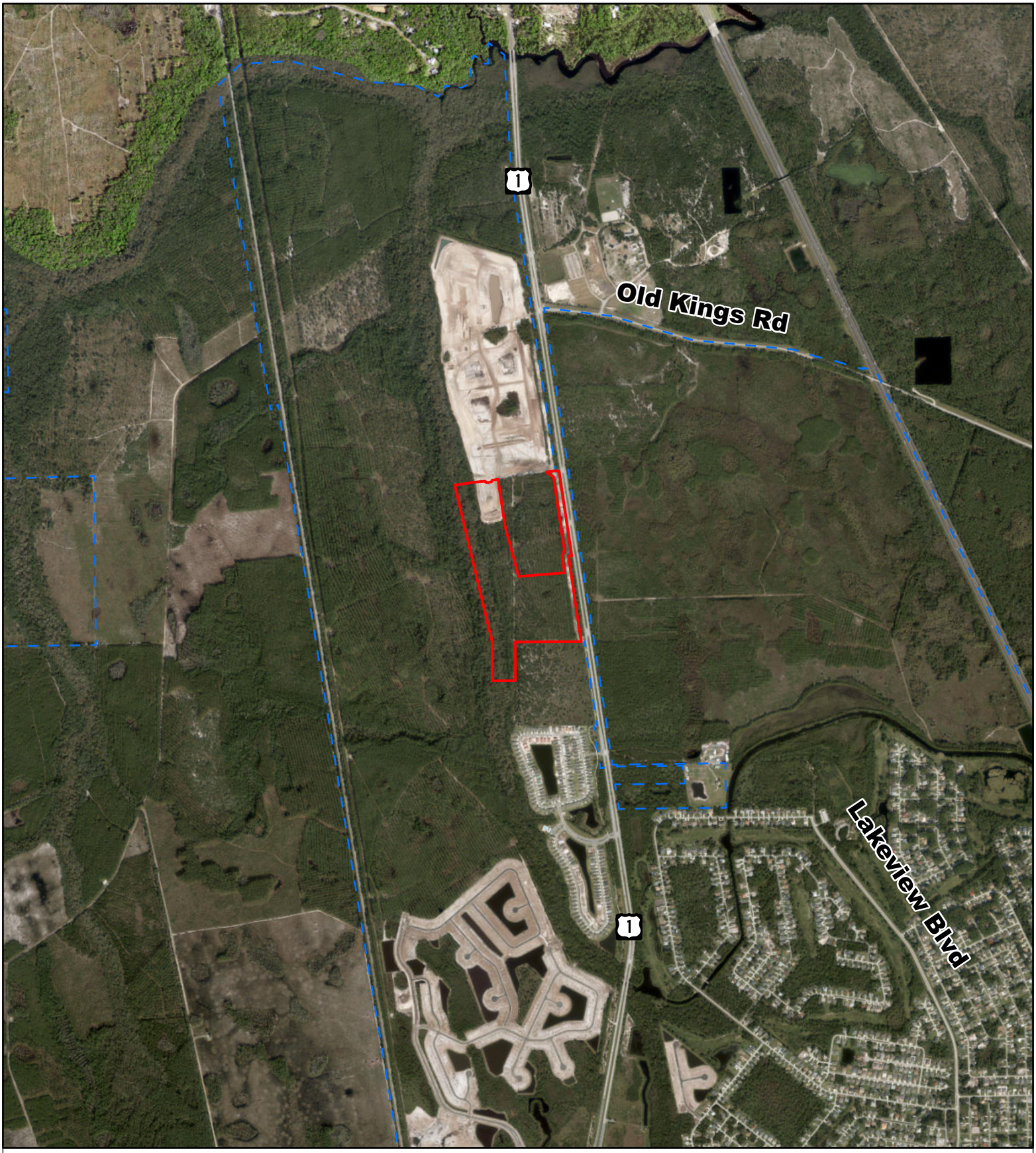

Distant Aerial

Palm Coast City Limits

Subject Property

N
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S

0 2,000 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

Date: 4/26/2024

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.

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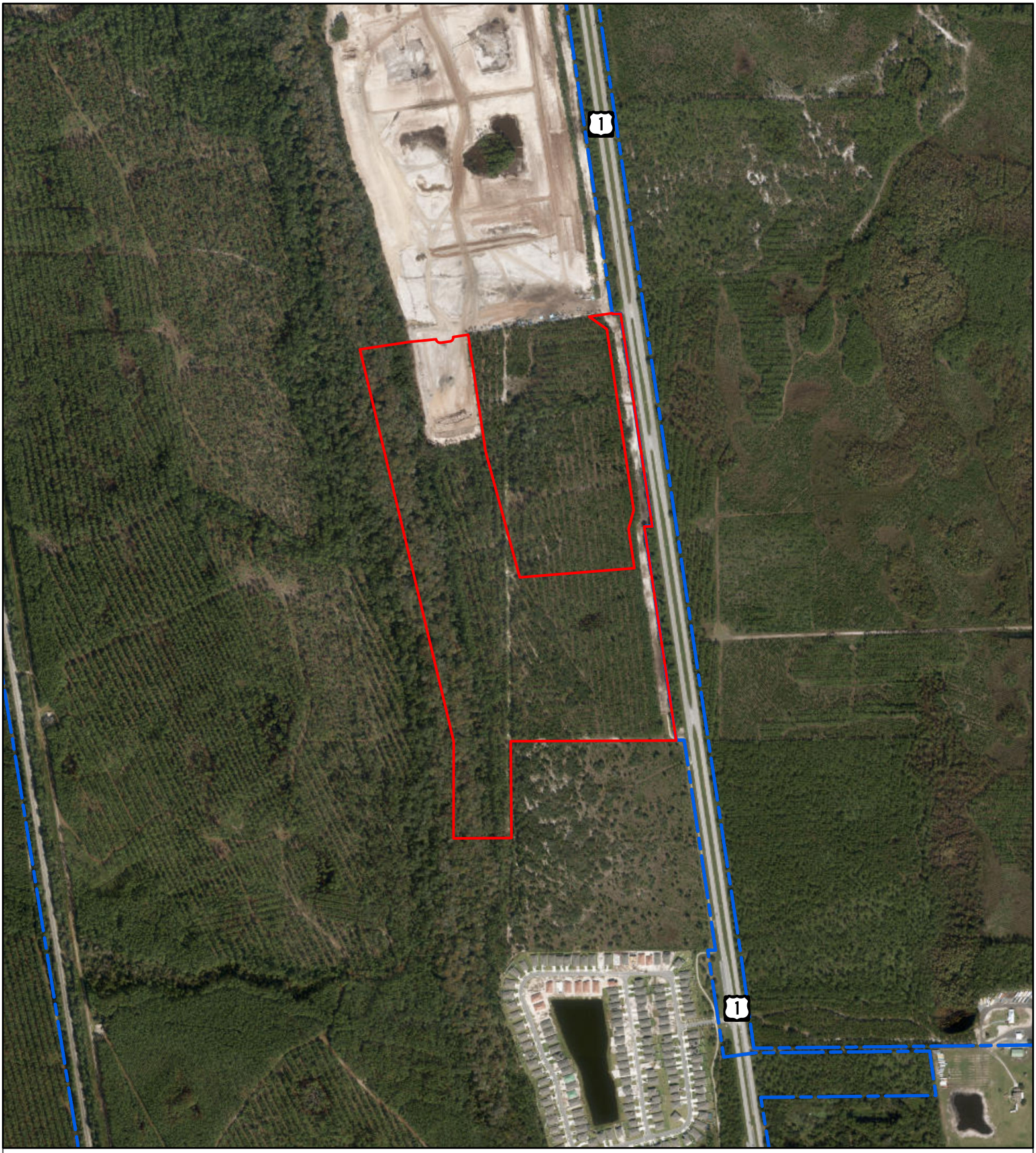

Close Up Aerial

Palm Coast City Limits

Subject Property

N
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Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

Date: 4/26/2024

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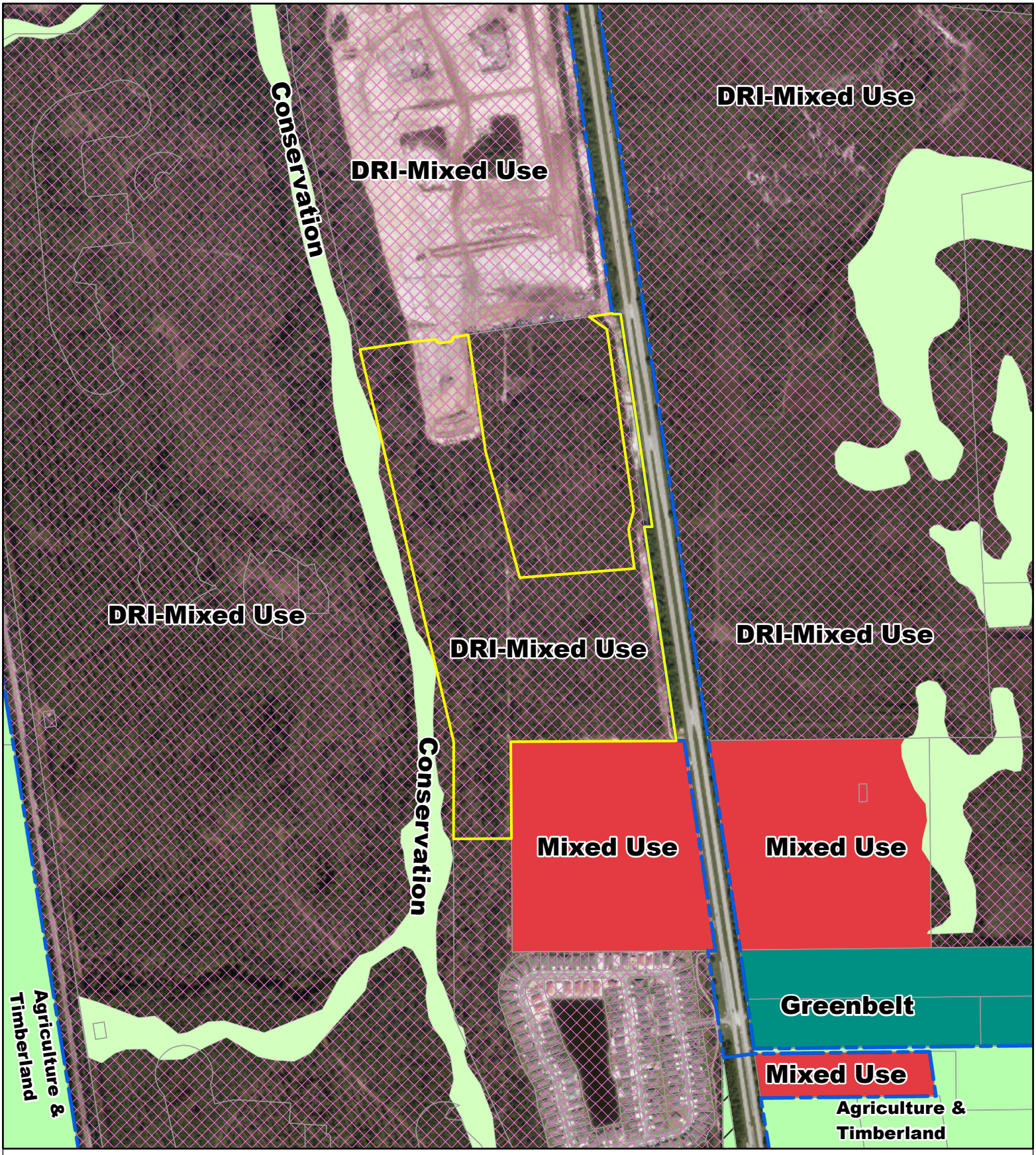
Document Path: H:\7.0 GIS\3.0 Projects\Estelle\Sawmill Branch Phase 6\Working\Working.aprx



Future Land Use Map

- Palm Coast City Limits
- Subject Property

Palm Coast FLUM

- Conservation
- DRI-Mixed Use
- Greenbelt
- Mixed Use
- AGRICULTURE & TIMBERLANDS, Annexed Area, Flagler County FLUM adopted
- Coastal High Hazard Area

Unincorporated Flagler Future Land Use

- AGRICULTURE & TIMBERLANDS

N W E S

0 800 Feet

CITY OF PALM COAST, FLORIDA — PALM COAST — INCORPORATED 1999

Map Provided by the Planning Division

Date: 4/26/2024

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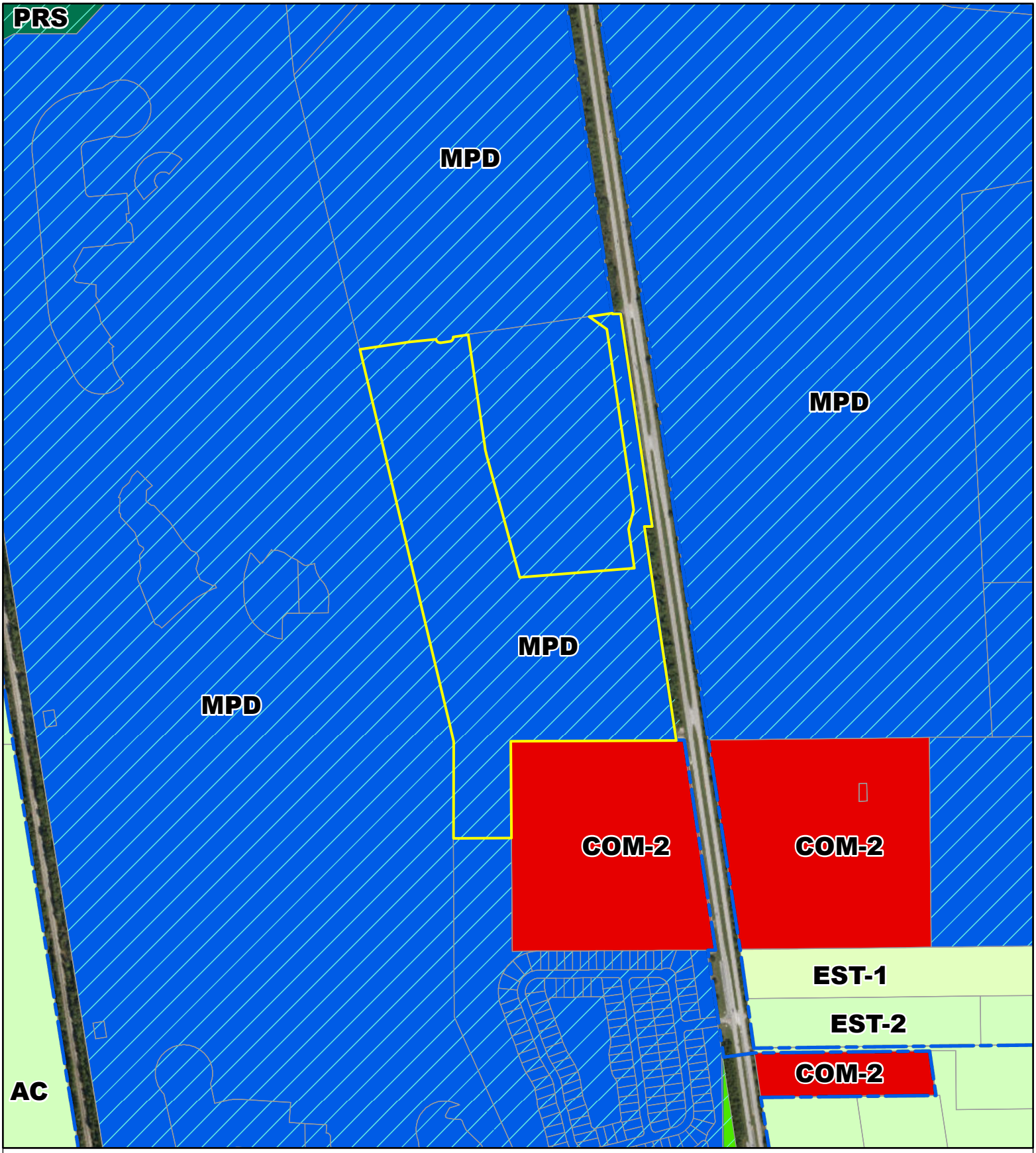
Document Path: H:\7.0 GIS\3.0 Projects\Estelle\Sawmill Branch Phase 6\Working\Working.aprx



Zoning Map

Palm Coast City Limits
Subject Property

Palm Coast Zoning Districts
AGR
COM-2
EST-1
EST-2
PRS
MPD, MPD post 11-16-08 designation

Unincorporated Flagler Zoning
AC

N
W E
S

0 800 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

Date: 4/26/2024

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Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal, P.A.*
Kareen Movsesyan
Sydney N. Stoneburner
Eric R. Sloan
Thomas R. Pycraft *

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2 Camino Del Mar
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57 W. Granada Blvd.
Ormond Beach, FL 32174

CHIUMENTO LAW

Proudly serving Flagler and Volusia Counties for over 50 years

November 7, 2025

City of Palm Coast
Via City Portal & E-Mail

RE: Palm Coast Park Master Plan Development MPD Amendment Application #6431

Dear Sir or Madam:

In response to the City's comment letter dated September 29, 2025 please find applicant's responses below:

PLC – PLANNING PROJECT MANAGER - COMMENTS:

1. **Application – Need to submit new application including the following:**
Application item C. Parcel numbers – has five parcel numbers. This application is only affecting the Sawmill Branch Phase 6 Parcel: 16-10-30-0000-01010-00A1. Need to remove the other four.

This has been amended, please see attached.

Application item D. Legal Description says to See attached Exhibit "A". There is no Exhibit A. Need to provide the legal description

This has been updated, please see attached.

Application item E. Need to provide the correct acreage.

This has been updated

Application item L – Need to revise the request. A request for a new zoning category would be a change to the LDC (not an MPD Amendment). This request should be changed to "Request to add criteria for single family residential development on Tracts 16 & 7A of Palm Coast Park.

This has been updated.

Need to provide a written statement demonstrating the reasons the revisions are necessary or desirable. (LDC 2.09.05.1)

In accordance with Section 2.09.05.1 of the City of Palm Coast's Unified Land Development Coe (LDC), the applicant provides the following statement of justification for the proposed amendment to the Master Planned Development (MPD) Agreement for Tracts 16 & 7A of Palm Coast Park:

Consistency with the Comprehensive Plan and LDC Intent

The LDC is intended to guide land use and development practices in a manner that promotes the public health, safety, welfare, and orderly growth of the City. The proposed amendment adds clearly defined criteria for single-family residential development on Tracts 16 & 7A, thereby aligning the MPD Agreement with the broader objectives of the City's comprehensive plan and the LDC.

Moreover, the City's Comprehensive Plan supports innovative MPDs and allows deviations from typical density and intensity standards when it advances creative planning, unique environmental/geographic circumstances or exceptional public benefits.

By formalizing the criteria for single-family residential use, the amendment strengthens consistency with these planning policies and ensures that the use of the land is transparent, predictable, and aligned with the City's vision for development.

Necessity of Amendment

The original MPD Agreement for Palm Coast Park may not have explicitly included or envisioned single-family residential development on these specific tracts, or may have lacked detailed criteria for such development. In order to ensure clarity and manageability of future development on Tracts 16 & 7A, the addition of criteria is necessary.

Without the amendment, there would be potential ambiguity in terms of permitted single-family residential development, which could lead to inconsistent outcomes, potential conflicts with infrastructure, environmental, or aesthetic requirements or reduced oversight.

The addition of criteria will help protect adjacent properties, preserve infrastructure capabilities, ensure compliance with zoning and development standards, and reduce risk of inappropriate uses that could undermine the project's integrity or the City's expectations.

Desirability of Amendment

Introducing single-family residential development on these tracts helps diversify housing opportunities within the MPD and within Palm Coast Park, which is desirable to meet market demand for single-family homes and to expand the housing supply in a controlled, well-planned manner.

By establishing detailed criteria (for example lot sizes, setbacks, architecture standards, open space, connectivity, access to amenities, landscaping buffers), the amendment ensures that single-family development will occur in a manner compatible with the surrounding uses in the MPD and

with the City's design and land-use standards.

The criterion-based approach allows the City and applicant to commit to high quality and well-integrated residential neighborhoods, minimizing potential negative impacts – such as traffic, stormwater runoff, noise, or conflicts with non-residential uses – while maximizing benefits such as housing value, community appeal, and enhanced infrastructure utilization.

From a public perspective, the amendment provides greater certainty for City planners, adjacent landowners and future residents. It embodies the "desirable" standard of the LDC by promoting planned, well-designed residential development that contributes positively to the community.

Relation to LDC Section 2.09.05.1 Criteria

- The proposed criteria align with the LDC and Comprehensive Plan as described above.
- They serve the public interest by providing regulated opportunities for single-family homes, thereby supporting housing diversity and community building.
- They protect surrounding properties by setting criteria that manage compatibility (i.e. setbacks, buffers, densities).
- They preserve the integrity of the MPD by ensuring that single-family development either complements or enhances the broad MPD vision, rather than undermines it.

2. **Forestar USA Real Estate Group, Inc., as the property owner needs to provide a letter of authorization for this request.**

Please see attached

3. **Need to provide current Boundary survey.**

Attached

4. Need to provide Analysis based on LDC subsection 2.05.05 and 2.09.04.

The proposed amendment to the Palm Coast Park MPD Amendment to add criteria for single-family residential development on Tracts 16 & 7A remains consistent with the City of Palm Coast Land Development Code (LDC).

Pursuant to LDC subsection 2.05.05, this amendment provides sufficient factual data to support the City's review and demonstrates that the proposed single-family residential use is not contrary to the public interest. The amendment ensures the development is consistent with the Comprehensive Plan by maintaining compatible residential densities, adequate infrastructure capacity, and adherence to applicable design and environmental standards established in the LDC and the existing MPD framework.

In accordance with LDC subsection 2.09.04, this modification follows the established procedures for amendments to a Master Planned Development. The amendment does not alter the overall intent or character of the approved MPD, but rather refines the development criteria to allow single-family residential uses that are compatible with surrounding development and consistent

with the City's development policies.

Therefore, the amendment complies with the procedural and substantive requirements of LDC 2.05.05 and 2.09.04 by providing a clear, consistent, and orderly approach to the continued implementation of the Palm Coast Park MPD.

5. Neighborhood meeting is required for this project. If applicant wishes to waive this requirement, please submit a request addressed to the Land Use Administrator to waive this requirement with reasons justifying the request. Otherwise, need to provide a list of the names, mailing addresses and parcel numbers of all property owners within 500 feet of the subject property.

We will hold the neighborhood meeting a minimum of 14 days prior to the Planning Board Meeting. We will work with City Staff to get a date scheduled that is mutually convenient.

6. Need to provide school capacity availability Letter of Determination.
We have submitted the application for this.

7. Suggest providing graphics with the request showing the proposed product as provided during the meeting with City Staff.

See attached proposed graphics.

Sincerely,

Michael D. Chiumento III
Attorney
MDC/cm

Enclosure

LOT BREAKDOWN

30' X 120' = 244 LOTS

SAWMILL BRANCH
PHASE 4
ZONING: MPD

OWNER: CLEGG H FRANKLIN &
ODELLE S CLEGG
ZONING: COM-2

STORMWATER
POND

OWNER: FLAGLER COUNTY SCHOOL
BOARD
ZONING: MPD

SAWMILL BRANCH
PHASE 7
ZONING: MPD

US-1 (ROW VARIES)

SAWMILL BRANCH PHASE 6

PALM COAST, FL

CONCEPT B

PROJECT MANAGER:	AVO
DRAWN BY:	NMT
DATE:	2025-5-7

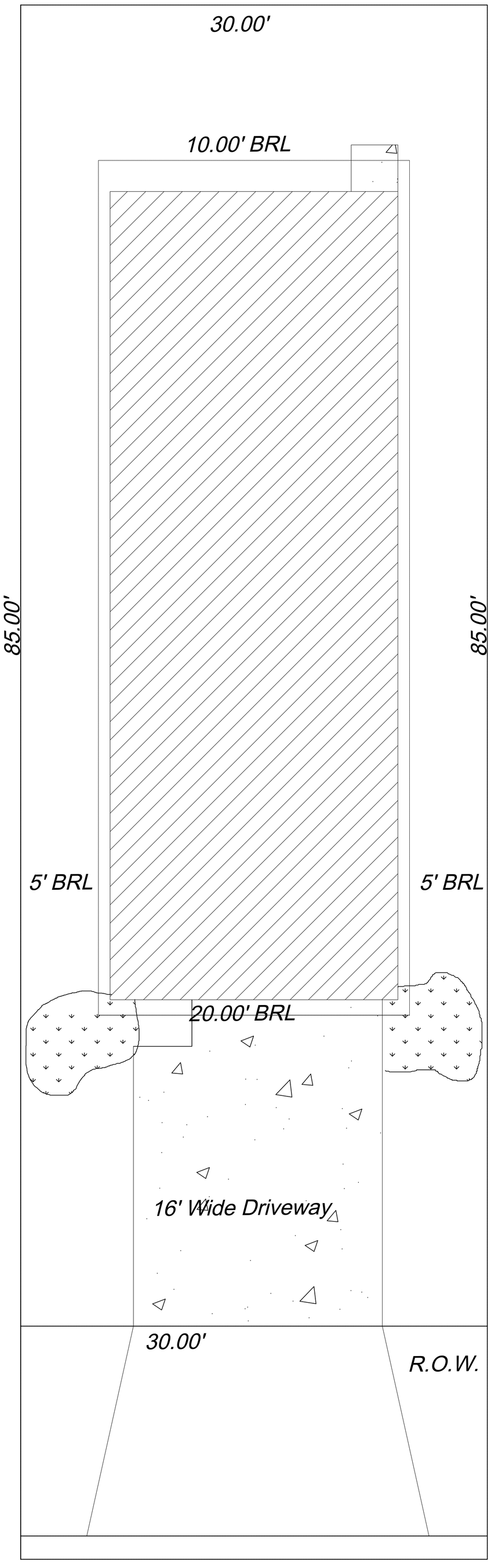
0 50 100 200
SCALE IN FEET

ALLIANT

CADD FILE:
V:\Pursuits\Forestar\Sawmill Branch Phase 6\
PLOT DATE: May 07, 2025 - 3:55pm

Sawmill Phase 6_Single Family_Concept B.dwg

SAWMILL 6 TYPICAL SITE PLAN



LOT AREA- 2550 SQ. FT.
IMPERVIOUS BLDG AREA-962
IMPERVIOUS CONCRETE=327
TOTAL IMPERVIOUS = 1289=51%

25% FRONT PLANTING AREA= 80 SQ FT

STREET VIEW

REVIEW DRAWING ONLY - not released for construction. Any reproduction, reuse or disclosure by any method, in whole or part, is prohibited. These drawings and specifications contain proprietary information belonging to STRAND. COPYRIGHT © 2023 STRAND

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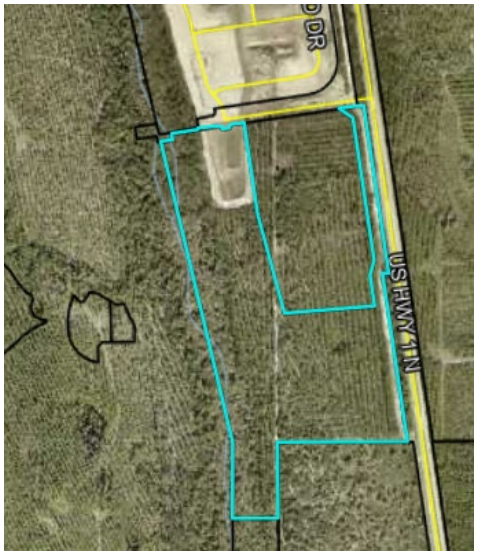

February 3, 2026

RE: Parcel Identification Number 16-10-30-0000-01010-00A1
Forestar USA Real Estate Group, Inc.

To Whom It May Concern:

Forestar USA Real Estate Group, Inc. a Florida corporation is the owner of approximately 65.924 acres located on the west side of U.S. Hwy 1 approximately 0.8 miles south of Old Kings Road N. (Parcel identification number: 16-10-30-0000-01010-00A1) as further described on the attached **Exhibit "A".**

Currently, the owner has an application into the City of Palm Coast for an Amendment to the Fifth Amended Restated & Reformatted Palm Coast Park Master Plan Development Agreement. The intent of the application is to allow for single family residential detached units on Tracts 7A and 16. This request is consistent with the City's comprehensive plan.

As required by City Code, we will be having a neighborhood meeting on **Tuesday, February 17, 2026 at 6:00 p.m. at the Cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast, Florida 32137** (see attached **Exhibit "B"** with directions on how to enter the school) to answer any of your questions. It is open to the public.

Sincerely yours,

Michael D. Chiumento III

EXHIBIT "A"

LEGAL DESCRIPTION: REVISED SAWMILL BRANCH AT PALM COAST PHASE 6
A PARCEL OF LAND LYING WEST OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) IN GOVERNMENT SECTIONS 9, 16 AND 47, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2248, PAGES 203 THROUGH 207, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT SECTION 17, TOWNSHIP 10 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE SOUTH 89°28'57" WEST ALONG THE SOUTH LINE OF SAID SECTION 17 FOR A DISTANCE OF 1,667.92 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY'S RAILROAD RIGHT OF WAY (A 150 FOOT RIGHT-OF-WAY): THENCE DEPARTING SAID SOUTH LINE OF SECTION 17, NORTH 09°09'13" WEST ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE FOR A DISTANCE OF 3898.15 FEET TO A POINT ON THE NORTHERLY LINE OF SAID SECTION 17; THENCE ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE, NORTH 54°24'01" EAST ALONG SAID NORTHERLY LINE OF SECTION 17 FOR A DISTANCE OF 139.61 FEET; THENCE NORTH 09°09'13" WEST FOR A DISTANCE OF 326.06 FEET; THENCE DEPARTING SAID RAILROAD RIGHT OF WAY, NORTH 62°02'35" EAST FOR A DISTANCE OF 465.68 FEET; THENCE NORTH 90°00'00" EAST FOR A DISTANCE OF 391.61 FEET; THENCE NORTH 43°07'13" EAST FOR A DISTANCE OF 725.79 FEET; THENCE SOUTH 89°50'08" EAST FOR A DISTANCE OF 783.66 FEET; THENCE NORTH 06°27'35" WEST FOR A DISTANCE OF 663.74 FEET; THENCE NORTH 89°59'00" EAST FOR A DISTANCE OF 221.02 FEET; THENCE NORTH 27°37'20" EAST FOR A DISTANCE OF 46.78 FEET; THENCE NORTH 10°56'45" WEST FOR A DISTANCE OF 229.07 FEET; THENCE NORTH 16°43'09" EAST FOR A DISTANCE OF 521.68 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THOSE LANDS THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) AS DESCRIBED IN OFFICIAL RECORDS BOOK 546, PAGES 1197 THROUGH 1221, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE SOUTH 74°10'00" EAST ALONG SAID SOUTHERLY BOUNDARY LINE OF SJRWMD LANDS FOR A DISTANCE OF 1,368.66 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5); THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE SOUTH 08°29'47" EAST ALONG SAID WESTERLY RIGHT-OF-WAY FOR A DISTANCE OF 448.18 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 20°57'14" WEST FOR A DISTANCE OF 150.02 FEET; THENCE SOUTH 08°29'45" EAST FOR A DISTANCE OF 88.69 FEET TO A POINT ON THE SOUTH LINE OF GOVERNMENT SECTION 9, TOWNSHIP 10 SOUTH, RANGE 30 EAST; THENCE NORTH 89°54'17" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 74.52 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 (STATE ROAD 5); THENCE DEPARTING SAID SOUTH LINE OF SECTION 9, SOUTH 08°29'47" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 424.83 FEET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 08°29'47" EAST FOR A DISTANCE OF 2,269.81 FEET TO THE POINT OF BEGINNING;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 08°29'47" EAST FOR A DISTANCE OF 5.10 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY-LINE OF U.S. HIGHWAY NO. 1, NORTH 89°37'47" EAST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 FOR A DISTANCE OF 50.51 FEET; THENCE SOUTH 08°29'47" EAST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U.S HIGHWAY NO. 1, FOR A DISTANCE OF 1,352.36 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, SOUTH 89°35'12" WEST, FOR A DISTANCE OF 50.50 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 08°29'47" EAST, FOR A DISTANCE OF 1,361.03 FEET; THENCE SOUTH 89°44'24" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 1,036.84 FEET; THENCE SOUTH 00°30'10" EAST, A DISTANCE OF 605.63 FEET; THENCE SOUTH 89°31'04" WEST, A DISTANCE OF 365.16 FEET; THENCE NORTH 00°16'23" WEST, A DISTANCE OF 607.04 FEET; THENCE NORTH 13°27'02" WEST, A DISTANCE OF 2,474.78 FEET; THENCE NORTH 81°30'13" EAST, A DISTANCE OF 94.88 FEET; THENCE NORTH 8°29'47" WEST, A DISTANCE OF 52.00 FEET; THENCE NORTH 81°30'13" EAST, A DISTANCE OF 214.92 FEET; THENCE NORTH 8°29'47" WEST, A DISTANCE OF 10.47 FEET; THENCE NORTH 84°21'57" EAST, A DISTANCE OF 167.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00

FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 87°08'15", AN ARC LENGTH OF 38.02 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°03'55" EAST, 34.46 FEET TO A POINT; THENCE SOUTH 08°29'47" EAST, A DISTANCE OF 1.63 FEET; THENCE NORTH 81°30'13" EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°30'13" EAST, 35.36 FEET TO THE POINT OF TANGENCY; THENCE NORTH 81°47'47" EAST, A DISTANCE OF 95.30 FEET; THENCE SOUTH 08°29'47" EAST, A DISTANCE OF 714.44 FEET; THENCE SOUTH 14°56'37" EAST, A DISTANCE OF 848.88 FEET; THENCE NORTH 85°21'59" EAST, A DISTANCE OF 723.99 FEET; THENCE NORTH 08°29'47" WEST, A DISTANCE OF 249.22 FEET; THENCE NORTH 15°23'17" EAST, A DISTANCE OF 123.49 FEET; THENCE NORTH 08°29'47" WEST, A DISTANCE OF 1,150.40 FEET; THENCE NORTH 54°35'43" WEST, A DISTANCE OF 135.83 FEET; THENCE NORTH 81°18'52" EAST, A DISTANCE OF 147.56 FEET TO THE POINT OF BEGINNING.
SAID PARCEL OF LAND CONTAINING 2,871,647.98 SQUARE FEET OR 65.924 ACRES MORE OR LESS.

EXHIBIT "B"

Enter at northern gate of Indian Trails and park in the Sigma Parking lot.

CLEGG H FRANKLIN & ODELLE S
CLEGG TRUSTEE
BOX 233
PIERSON, FL 32180

DEAL DONALD L JR TRUSTEE &
& SHYLA D MEECE TRUSTEE
1102 NORTH DAYTONA AVENUE
FLAGLER BEACH, FL 32136

DR HORTON INC - JACKSONVILLE
4220 RACE TRACK RD STE 100
SAINT JOHNS, FL 32259

DR HORTON INC - JACKSONVILLE
4220 RACE TRACK RD SUITE 100
ST JOHNS, FL 32259

FORESTAR (USA) REAL ESTATE GROUF
2221 E LAMAR BLVD STE 790
ARLINGTON, TX 76006

FORESTAR USA REAL ESTATE GROUP
2221 E LAMAR BLVD STE 790
ARLINGTON, TX 76006

OPTIMUM GLOBAL PROPERTIES LLC
6996 PIAZZA GRANDE AVE SUITE 202
ORLANDO, FL 32835

PALM COAST COMMUNITY DEVELOPME
219 EAST LIVINGSTON ST
ORLANDO, FL 32801

PALM COAST PARK COMMUNITY
DEVELOPMENT DISTRICT
210 N UNIVERSITY DR SUITE 702
CORAL SPRINGS, FL 33071

SCHOOL BOARD OF FLAGLER
COUNTY, FLORIDA
1769 EAST MOODY BLDG #2 P O BOX 7
BUNNELL, FL 32110

Michael D. Chiumento
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Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com

Proudly serving Flagler and Volusia Counties for over 50 years

March 3, 2026

City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Via E-Mail Only

RE: Parcel Identification Number 16-10-30-0000-01010-00A1
Forestar USA Real Estate Group, Inc.
Application Number 6431

Dear Sir or Madam:

On Tuesday, February 17, 2026 at 6:00 p.m., the Applicant on Application Number 6431 conducted a neighborhood information meeting held at the Cafeteria (Room 511 & 512) of Indian Trails Middle School, 5505 Belle Terre Parkway, Palm Coast, Florida 32137. As noted by the attached sign-in sheet, no one from the public attended. Present at the meeting were myself, Robert Porter, applicant representative, and Estelle Lens, City Planner.

Sincerely,

Michael D. Chiumento III
Attorney
MDC/cm

Enclosures

Forestar USA Real Estate Group, Inc.
D.R. Horton
Application for Rezoning

NEIGHBORHOOD MEETING – TUESDAY February 17, 2025

NAME	ADDRESS	PHONE NUMBER	E-MAIL ADDRESS

Nobody showed

NOTIFICATION AFFIDAVIT FOR OFFICIAL ZONING MAP AMENDMENT (REZONING)

COUNTY OF FLAGLER X
STATE OF FLORIDA X

Before me this 3 day of March, 20 26 personally appeared Thomas Davidson who after providing personally Known as identification and who ____ **did**, ____ **did not** take an oath, and who being duly sworn, deposes and says as follows: "I have read and fully understand the provisions of this instrument".

1 (# of signs) signs have been posted on the subject property subject to a rezoning as described with **Application #** 6431

✓ At least fourteen (14) calendar days before the hearing date advertising the date, time, and location of the Planning & Land Development Regulation Board (PLDRB)

AND/OR

✓ At least fourteen (14) calendar days before the hearing date advertising the date, time, and location of the City Council 1st public hearing.

AND/OR

✓ At least ten (10) calendar days before the hearing date advertising the date, time, and location of the City Council 2nd public hearing.

Signature of Responsible Party

Thomas Davidson, 145 City Pl., Ste 301 Palm Coast, FL 32164
Print Name & Mailing Address

Caroline McNeil
Signature of Person Taking Acknowledgement

Caroline McNeil
Name of Acknowledger (Typed, Printed or Stamped)

NOTARY PUBLIC STATE OF FLORIDA
CAROLINE MCNEIL
MY COMMISSION # HH 536164
EXPIRES: October 6, 2028
SEAL

This document, once executed, must be returned to a Land Development Technician in the City of Palm Coast Community Development Department prior to the hearing date. Failure to provide document by that time will result in the application not being placed on the agenda for a public hearing.

Please attach a photo of posted sign(s).

City of Palm Coast

NOTICE OF PUBLIC HEARING

Application Number: 6431

The City of Palm Coast **Planning Board** will hold a public hearing on the application at 5:30, P.M. on MARCH 18, 2026.

The City of Palm Coast **City Council** will hold a public hearing on this application at 9:00, A.M. on APRIL 21, 2026 for the 1st Hearing

6:00, P.M. on MAY 5, 2026 for the 2nd Hearing

___ City Council public hearing not required.

Description of Request

___ Special Exception

___ Special Use

✓ Rezoning

___ Public Use

___ Future Land Use Amendment

___ Semi Public Use

REQUEST AMENDMENT TO THE PALM COAST PARK MPD FOR TRACTS 16 AND 7A TO ALLOW SINGLE FAMILY RESIDENTIAL WITH DEVELOPMENT STANDARDS

Current Zoning: MPD Property Size: 65.92 SQ.FT/Acres

Applicant: MICHAEL D. CHIUMENTO III

Public Hearing to be held at

Council Chambers in the Community Wing of City Hall
160 Lake Avenue

PLANNING 386-986-3736

For more information please call City of Palm Coast,
Do not remove poster prior to the completion of public hearings

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

Meeting Date: May 5, 2026
Ordinance Number: 2026-XX
Posted To Webpage: February 27, 2026

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

> **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE FIFTH AMENDMENT OF THE PALM COAST PARK MASTER PLAN DEVELOPMENT AGREEMENT, AS ESTABLISHED IN SECTION 2.09 OF THE CITY OF PALM COAST UNIFIED LAND DEVELOPMENT CODE, FOR ±65.92 ACRES OF CERTAIN REAL PROPERTY DESCRIBED AS TAX PARCEL IDENTIFICATION NUMBER 06-10-30-0000-01010-00A1, GENERALLY LOCATED ON THE WEST SIDE OF U.S. HWY 1 APPROXIMATLEY 0.8 MILES SOUTH OF OLD KINGS ROAD NORTH AND BEING MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT A; PERMITTING SINGLE FAMILY RESIDENTIAL DEVEOPMENT ON TRACT 16 AND ADDING DEVELOPMENT STANDARDS FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT ON TRACTS 16 AND 7A.; PROVIDING FOR SEVERABILITY, CONFLICTS; AND AN EFFECTIVE DATE**

The sections below are not required to be completed if the ordinance involves any one of the following types of regulations. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Development orders, and development agreements, and development permits, as those terms are defined in S 163.3164, and development agreements, as authorized by the Florida Local Government Development Acts SS. 163.3220-163.3243;

X b. Comprehensive Plan amendments and land development regulation amendments initiated by an application by a private party other than the county;

__ c. Sections 190.005 and 190.046;

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I. Summary of the proposed ordinance and statement of public purpose:

This is an application to amend the Ordinance for the Fifth Amendment to the Palm Coast Park Master Plan Development Agreement in the City of Palm Coast, Florida, for Tracts 16 and 7A which are approximately ±65.92 acres of land located on the west side of U.S. Hwy. 1 approximately 0.8 miles south of Old Kings Road North. The amendment proposes to permit Single Family Residential Development on Tract 16 and add criteria for single family residential development of Tracts 16 and 7A of the Palm Coast Park MPD.

Part II. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Palm Coast:

(fill out subsections a-d as applicable, if not applicable write "not applicable")

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted: N/A
(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible: N/A
(c) An estimate of the City of Palm Coast's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. N/A
(d) Does this proposed ordinance have a direct impact on affordable housing? If so, explain.

Part III. Good faith estimates the number of businesses likely to be impacted by the ordinance. N/A

Part IV. Additional Information (if any): The Owner has requested to amend the Development Agreement in order to permit single family residential development on Tract 16 and add development standards for single family residential development on Tracts 16 and 7A.

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026 **Agenda Item:** .1

Department COMMUNITY DEVELOPMENT **Division** ECONOMIC DEVELOPMENT	**Amount** **Org/Account #**

Subject: SR 100 CORRIDOR CRA RESOLUTION 2026-XX ESTABLISHING A VERTICAL DEVELOPMENT INCENTIVE PROGRAM WITHIN THE SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA

Presenter: **John Zobler, Director of Community Development**

Attachments:

1. RESOLUTION
2. APPLICATION
3. AGREEMENT

Background:

The purpose of the Vertical Development Incentive Program (VDIP) is to accelerate private vertical investment within the SR100 Corridor Community Redevelopment Area prior to the expiration of the CRA following the 2034 tax assessment year.

The SR100 CRA was established to stimulate redevelopment and economic investment along the SR100 corridor and the Town Center district. While the corridor has experienced strong commercial development, significant interior lands remain undeveloped. With the CRA scheduled to sunset after the 2034 tax roll, a limited window remains to stimulate development capable of generating meaningful tax increment revenues.

The Vertical Development Incentive Program provides performance-based tax increment incentives for qualifying development projects. Incentive payments occur only after projects are completed, placed on the tax roll, and tax increment revenues are received by the CRA.

Incentives are funded solely from new tax increment revenues generated by qualifying projects. No upfront public funds are required. The program includes safeguards, incentive caps, and performance requirements to protect CRA finances.

Recommended Action:
ADOPT SR 100 CORRIDOR CRA RESOLUTION 2026-XX ESTABLISHING A VERTICAL DEVELOPMENT INCENTIVE PROGRAM WITHIN THE SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA

RESOLUTION 2026-___
SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY
ESTABLISHING A VERTICAL DEVELOPMENT
INCENTIVE PROGRAM FOR THE
SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA

A RESOLUTION OF THE SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY (CRA) ESTABLISHING A VERTICAL DEVELOPMENT INCENTIVE PROGRAM WITHIN THE CRA; PROVIDING FOR INCENTIVE STRUCTURE, ADMINISTRATION, AND PROGRAM GUIDELINES; AND PROVIDING FOR SEVERABILITY, CONFLICTS, IMPLEMENTING ACTIONS, AND AN EFFECTIVE DATE.

WHEREAS, the Palm Coast Community Redevelopment Agency administers the SR-100 Corridor Community Redevelopment Agency (CRA) pursuant to Part III, Chapter 163, Florida Statutes; and

WHEREAS, the CRA Board desires to stimulate vertical development that increases taxable value within the CRA prior to its scheduled expiration following the 2034 tax assessment year; and

WHEREAS, performance-based tax increment incentives can accelerate redevelopment while protecting public funds; and

WHEREAS, SR 100 Corridor Community Redevelopment Agency hereby desires to establish a Vertical Development Incentive Program for the CRA area.

NOW, THEREFORE, BE IT RESOLVED BY THE SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY BOARD, PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the SR 100 Corridor Community Redevelopment Agency.

SECTION 2. APPROVAL OF INCENTIVE PROGRAM. The SR 100 Corridor Community Redevelopment Agency hereby approves the SR-100 CRA Vertical Development Incentive Program, as attached hereto and incorporated herein by reference as Exhibit “A”.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the Board of the SR 100 Corridor CRA that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with 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, including, but not limited to, executing agreements to implement the Vertical Development Incentive Program.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND ADOPTED by the SR 100 Corridor CRA, Florida, on the 21st day of April 2026.

ATTEST: SR 100 Corridor CRA

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, CHAIR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

Attachments: Exhibit A- Program Guidelines for the SR 100 CRA Vertical Development Incentive Program

EXHIBIT A

PROGRAM GUIDELINES

1. **Purpose and Intent:** The VDIP is established to stimulate private investment within the CRA prior to its expiration after the 2034 tax year.
   Due to the limited remaining duration, this program incorporates increased reimbursement percentages, accelerated payments, and time-based adjustments to ensure incentives remain meaningful and satisfy the "but-for" test.

2. **Eligibility Requirements:**
   Projects must:
   - Be located within the CRA sub-area bounded by east of Old Kings Road, west by Landing Boulevard, north by Royal Palms Parkway and south by Central Avenue;
   - Represent new vertical construction or redevelopment;
   - Minimum investment $3,000,000;
   - Demonstrate site control; and
   - Provide financial documentation supporting "but-for" eligibility.

3. **Base TIF Reimbursement Tiers:**
   $3M - $6.99M: 50%
   $7M - $14.99M: 65%
   $15M+: 80%

   Applies to combined City and County TIF increment.

4. **CRA Sunset Compression Adjustment:**
   CO in 2028-2029: 1.15 multiplier
   CO in 2030+: 1.30 multiplier

   Maximum reimbursement capped at 95% of TIF.

5. **Term:**
   Begins after first full tax payment post-CO and ends at CRA sunset (2034) or cap achievement.

6. **Maximum Incentive Cap**
   15% of construction cost or percent of total TIF generation as approved, whichever is less.

7. **Supplementary Incentives**
   Impact fee relief, Arts Fund Fee, Expedited review, and TRX meetings.

8. **Acreage Activation Bonus**
   Projects activating larger redevelopment areas may qualify for additional incentives:

• 5–10+ acres: +5%

9. But-For Requirement.

CRA Board must find financial gap, necessity, proportionality, and performance-based structure.

But for provision of the VDIP incentive, the proposed vertical development would not occur in the proposed form, at the proposed time, or at the proposed scale within the CRA.

1. Financial Gap Demonstration: The applicant must provide a detailed pro forma demonstrating that, without the VDIP incentive, the project fails to meet minimum required return thresholds or debt coverage rations.
2. Market Constraint Evidence: Documentation showing that comparable projects in similar markets require public participation to proceed.
3. Return on Investment Deficiency: Evidence that projected IRR or equity multiple falls below industry standards without incentive participation.
4. Timing and CRA Sunset Constraint: Demonstration that the limited CRA duration materially reduces the value of future TIF revenues, impacting feasibility.
5. Capital Stock Gap: Identification of a financing gap that cannot be filled through conventional debt or equity sources.
6. Lease-up/Absorption Risk: Evidence that early-year revenue uncertainty creates elevated financial risk without incentive support.
7. Extraordinary Costs: Documentation of abnormal site, infrastructure, or development costs that impair feasibility.
8. Competitive Disadvantage: Evidence that other jurisdictions offer more favorable incentives for similar projects.
9. Project Scale and Public Benefit: The project delivers significant economic impact, including tax base expansion, jobs, or catalytic redevelopment.

10. Developer Certification: A sworn statement from the developer confirming that the project would not proceed in the proposed form, timeline, or scale without the incentive.

10. Early Completion Bonus

Projects entering the tax roll earlier may receive additional incentives:

- On tax roll by 2027: +5%
- By 2029: +3%
- By 2031: +1%

11. Public Art Contribution Options

Projects approved under the VDIP may have their required Arts Fund payment applied as credit against the CRA incentive to be received.

12. Utility Connection Fee Payment Structure

To assist project financing within the CRA:

- 50% of utility connection fees shall be due at issuance of building permits.
- The remaining 50% shall be due prior to issuance of the Certificate of Occupancy.

13. Incentive Calculation

Annual incentives are calculated using the formula:

Incremental Taxable Value × Applicable CRA Millage × Incentive Percentage.
Payments occur only after the CRA receives tax increment revenues.

14. Program Safeguards

- But-for determination required
- Minimum $3.0 M taxable value creation
- Minimum 8:1 private investment leverage
- Development agreement required

15. Program Limits

- Total program incentives capped at $15,000,000
- Individual project incentives capped at $5,000,000 unless otherwise approved

16. Administration

The City's Economic Development and CRA staff shall administer the program and present development agreements to the CRA Board and City Council for approval.

CITY OF PALM COAST
SR-100 CRA VERTICAL DEVELOPMENT PROGRAM (VDIP) APPLICATION FORM

1. APPLICANT INFORMATION

Applicant/Developer Name: _____

Authorized Representative: _____

Mailing Address: _____

Primary Contact Email: _____ Primary Contact Phone: _____

Entity Type: ___ Corporation ___ LLC ___ Partnership ___ Other: _____

State of Incorporation:

Florida Sunbiz Registration #:

Development Team:

Architect:

Engineer:

General Contractor:

Financial Partner(s):

2. PROJECT INFORMATION

Project Name: _____

Project Address/Location: _____

Parcel ID(s): _____

CRA Subarea:

Current Zoning / Future Land Use:

Site Control Status: ___ Owned ___ Under Contract ___ Option ___ Other:

Total Private Investment ($): _____

Estimated Completion Date: _____

3. PROJECT DESCRIPTION

Project Type:

Mixed-Use / Multifamily / Commercial / Office / Hospitality / Other

Narrative Description:

Key Metrics

Total Acreage:

Total Building SF:

Residential Units:

Commercial SF:

Height:

Parking:

Projected tax roll year:

4. ECONOMIC IMPACT & PUBLIC BENEFIT

Estimated Project Value:

Taxable Value:

Estimated Annual CRA TIF Generation:

Construction Jobs:

Permanent Jobs:

Public Benefits:

Mixed-use activation / Walkability / Public space / Structured parking / Anchor use / Employment / Other

5. BUT FOR JUSTIFICATION

But for provision of the VDIP incentive, the proposed vertical development would not occur in the proposed form, at the proposed time, or at the proposed scale within the CRA

1. Financial Gap Demonstration: The applicant must provide a detailed pro forma demonstrating that, without the VDIP incentive, the project fails to meet minimum required return thresholds or debt coverage rations.
2. Market Constraint Evidence: Documentation showing that comparable projects in similar markets require public participation to proceed.
3. Return on Investment Deficiency: Evidence that projected IRR or equity multiple falls below industry standards without incentive participation.
4. Timing and CRA Sunset Constraint: Demonstration that the limited CRA duration materially reduces the value of future TIF revenues, impacting feasibility.
5. Capital Stock Gap: Identification of a financing gap that cannot be filled through conventional debt or equity sources.
6. Lease-up/Absorption Risk: Evidence that early-year revenue uncertainty creates elevated financial risk without incentive support.
7. Extraordinary Costs: Documentation of abnormal site, infrastructure, or development costs that impair feasibility.
8. Competitive Disadvantage: Evidence that other jurisdictions offer more favorable incentives for similar projects.
9. Project Scale and Public Benefit: The project delivers significant economic impact, including tax base expansion, jobs, or catalytic redevelopment.
10. Developer Certification: A sworn statement from the developer confirming that the project would not proceed in the proposed form, timeline, or scale without the incentive.

6. FINANCIAL CAPACITY

Total Development Cost:

Equity:

Debt:

Public Incentives:

7. DEVELOPMENT TIMELINE

TRX Meeting:

Site Plan Approval:

Permitting:

Construction Start:

Completion:

CO:

Stabilization:

8. EXPERIENCE

Provide comparable projects and references.

9. PUBLIC ART CONTRIBUTION

- Required Arts Fund payment may be applied as a credit against approved TIF incentive.

10. ELIGIBILITY CHECKLIST

- Project is located within the program's specific SR-100 CRA subarea boundaries
- Project creates new taxable vertical improvements
- Project includes at least $3,000,000 in private investment
- Project will be placed on the tax roll prior to CRA expiration

11. REQUIRED ATTACHMENTS

- Draft site plan and project description
- Estimated taxable value documentation
- Proof of private investment (pro forma, financing, etc.)
- Development timeline
- Legal description and parcel map

12. CERTIFICATION AND SIGNATURE

I hereby certify that the information provided in this application is true and correct to the best of my knowledge and belief.

Applicant Signature: _____

Printed Name: _____

Title: _____

Date: _____

VERTICAL DEVELOPMENT INCENTIVE GRANT
PROGRAM FUNDING AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into this ___day of _____, 2026, by and between the City of Palm Coast (COPC), a municipal corporation of the State of Florida, whose address is 160 Lake Ave., Palm Coast, Florida 32164 and _____ (hereinafter referred to as "Grantee"), whose address is _____ (hereinafter jointly referred to as "the Parties").

WITNESSETH

WHEREAS, the SR 100 Community Redevelopment Agency (CRA) was created as for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the CRA Plan (the "Plan") by eradicating blight and preserving and enhancing the tax base in the CRA area (the "Area"), the COPC established the Palm Coast Downtown Urban Core Grant Program (the "Program") in order to encourage property owners and restaurant owners to rehabilitate and revitalize building structures and façades, particularly in certain focus areas within the Area; and

WHEREAS, the City has established the SR-100 Community Redevelopment Area ("SR-100 CRA") to eliminate blight, encourage private investment, and improve economic vitality; and

WHEREAS, the CRA administers a Vertical Development Incentive Program ("VDIP") providing performance-based Tax Increment Financing ("TIF") incentives to qualified projects within the SR-100 CRA; and

WHEREAS, the Grantee proposes to construct new taxable vertical improvements within the SR-100 CRA, with a minimum private investment of Three Million Dollars ($3,000,000), and to place the project on the tax roll prior to CRA expiration; and

WHEREAS, the City and CRA desire to memorialize terms and conditions governing eligibility, incentive calculation, payment procedures, safeguards, and program limits applicable to the Project under the VDIP.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the sufficiency and delivery of which are hereby acknowledged and confirmed, the parties agree and promise as follows:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted are incorporated herein as a meaningful and substantive part of this Agreement.

SECTION 2. PURPOSE AND INTENT. The VDIP is established to stimulate private investment within the CRA prior to its expiration after the 2034 tax year.

Due to the limited remaining duration, this program also incorporates increased reimbursement percentages, accelerated payment incentives, project scaling incentives and time-based adjustments to ensure incentives remain meaningful and satisfy the "but-for" test.

SECTION 3. ELIGIBILITY REQUIREMENTS: Projects must:

- Be located within the CRA sub-area bounded by east of Old Kings Road, west by Landing Boulevard, north by Royal Palms Parkway and south by Central Avenue;
- Represent new vertical construction or redevelopment;
- Minimum investment $3,000,000;
- Demonstrate site control; and
- Provide financial documentation supporting "but-for" eligibility.

SECTION 4. DEFINITIONS.

"Acreage Activated" means the gross acres of property within the SR-100 CRA directly improved or placed into active redevelopment use as part of the Project.

"Applicable CRA Millage" means the millage rate(s) allocable to the CRA's tax increment revenues for the relevant fiscal year.

"But-For Determination" means a finding by the City/CRA that absent the VDIP incentive, the Project would not proceed in substantially the same scope, quality, or schedule.

"Incremental Taxable Value" means the difference between the taxable value of the Property for the applicable tax year and the base year taxable value established for CRA/TIF policies.

"Incentive Percentage" means the percentage applied to Incremental Taxable Value × Applicable

CRA Millage to determine the annual incentive payment.

"Private Investment" means cash and non-public financing invested by Grantee into taxable vertical improvements, exclusive of public grants or CRA incentives.

"Project" means the development described in Exhibit A.

"Tax Roll" means the official property tax assessment roll.

"Term" means the incentive payment period approved for the Project.

SECTION 5. BASE TIF REIMBURSEMENT TIERS:

$3M - $6.99M: 50%

$7M - $14.99M: 65%

$15M+: 80%

Applies to combined City and County TIF increment.

SECTION 6. CRA SUNSET COMPRESSION ADJUSTMENT:

CO in 2028-2029: 1.15 multiplier

CO in 2030+: 1.30 multiplier

Maximum reimbursement capped at 95% of TIF.

SECTION 7. PROGRAM TERM:

Begins after first full tax payment post-CO and ends at CRA sunset (2034) or cap achievement.

SECTION 8. MAXIMUM INCENTIVE CAP

Fifteen percent (15%) of construction cost or percent of total TIF generation and additional qualifying incentives as approved, whichever is less.

SECTION 9. SUPPLEMENTARY INCENTIVES

Impact fee relief, Arts Fund Fee credit, Expedited review, and TRX meetings.

SECTION 10. ACREAGE ACTIVATION BONUS

Projects activating larger redevelopment areas may qualify for additional incentives:

- 5–10+ acres: +5%

SECTION 11. BUT-FOR REQUIREMENT.

CRA Board must find evidence of a financial gap, necessity, proportionality, and performance-based structure. But for provision of the VDIP incentive, the proposed vertical development would not occur in the proposed form, at the proposed time, or at the proposed scale within the CRA unless one or more of the below evidence requirements is found.

1. Financial Gap Demonstration: The applicant must provide a detailed pro forma demonstrating that, without the VDIP incentive, the project fails to meet minimum required return thresholds or debt coverage rations.
2. Market Constraint Evidence: Documentation showing that comparable projects in similar markets require public participation to proceed.
3. Return on Investment Deficiency: Evidence that projected IRR or equity multiple falls below industry standards without incentive participation.
4. Timing and CRA Sunset Constraint: Demonstration that the limited CRA duration materially reduces the value of future TIF revenues, impacting feasibility.
5. Capital Stack Gap: Identification of a financing gap that cannot be filled through conventional debt or equity sources.
6. Lease-up/Absorption Risk: Evidence that early-year revenue uncertainty creates elevated financial risk without incentive support.
7. Extraordinary Costs: Documentation of abnormal site, infrastructure, or development costs that impair feasibility.
8. Competitive Disadvantage: Evidence that other jurisdictions offer more favorable incentives for similar projects.
9. Project Scale and Public Benefit: The project delivers significant economic impact, including tax base expansion, jobs, or catalytic redevelopment.
10. Developer Certification: A sworn statement from the developer confirming that the project would not proceed in the proposed form, timeline, or scale without the incentive.

SECTION 12. TERM OF AGREEMENT

This Agreement becomes effective on the Effective Date and remains in effect until expiration of the Incentive Term, exhaustion of incentive limits, termination, or CRA expiration.

SECTION 14. EARLY COMPLETION BONUS

Projects entering the tax roll earlier may receive additional incentives:

On tax roll by 2027: +5%

By 2029: +3%

By 2031: +1%

SECTION 15. PUBLIC ART CONTRIBUTION OPTIONS

Projects approved under the VDIP may have their required Arts Fund payment applied as credit against the CRA incentive to be received.

SECTION 16. UTILITY CONNECTION FEE PAYMENT STRUCTURE

To assist with upfront project financing within the CRA, payment of utility fees will be structured as follows:

50% due at building permit issuance

50% due prior to Certificate of Occupancy

SECTION 17. INCENTIVE CALCULATION

Annual incentives are calculated using the formula:

Incremental Taxable Value × Applicable CRA Millage × Incentive Percentage.

Payments occur only after the CRA receives tax increment revenues specific to the qualifying vertical development.

SECTION 18. DEFAULT. The following shall constitute an Event of Default if occurred during the term of this Agreement:

a. The Grantee's failure to comply with any of the terms and conditions of this Agreement and exhibits attached hereto thirty (30) calendar days after receiving written notice from the COPC stating the nature of the violation(s) and the remedy to cure such violation(s). If necessary, an extension of time to cure the violation(s) may be granted at the discretion of the City Manager.
b. The Grantee's abandonment of the Property for any reason during the term of this Agreement;

c. Demolition or removal of the completed improvements for any reason during the term of this agreement without prior approval from the COPC, which shall not be unreasonably withheld;
d. The Grantee or the Property incurs a code enforcement lien; or
e. Grantee makes a material representation in any certification, or a communication submitted by the Grantee to the COPC to induce the award of the grant or the administration thereof which is determined to be false, misleading or incorrect in any material manner.

SECTION 19. REMEDIES. Upon the occurrence of any uncured Event of Default, the COPC shall be free to terminate this Agreement upon ten (10) days written notice, withhold all funding, and/or exercise all rights and remedies available to it under the terms of this Agreement, or under statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the COPC may have available to it.

SECTION 20. NO WAIVER. Failure of the COPC to declare a default shall not constitute a waiver of any rights by the COPC. In addition, the waiver of any default by the COPC shall in no event be construed as a waiver of rights with respect to any other default, past or present. Furthermore, failure of either party to insist upon the prompt or full performance of any obligation pursuant to this Agreement shall not be deemed a waiver of such obligation or of the right to insist upon the prompt and full performance of such obligation or of any other obligation or responsibility established by this Agreement.

SECTION 21. MERGER. This Agreement supersedes any and all agreements, whether oral or in writing, between the COPC and Grantee with respect to the subject matter hereof. The COPC and Grantee acknowledge and agree that no representations, inducements, promises, or statements, whether oral or in writing, have been made by either party, or anyone acting on behalf of a party, which are not expressly set forth herein.

SECTION 22. MODIFICATION. Any waiver, alteration, or modification of any part or provision of this Agreement, or the cancellation or replacement of this Agreement shall not be

valid unless in writing and executed by the parties hereto.

SECTION 23. INDEMNIFICATION. To the extent permitted by law, the Grantee shall release, indemnify, defend, and hold harmless the COPC, its elected officials and appointed officials, officers, agents, and employees, from and against all claims, damages, losses, and expenses (including all reasonable attorneys' fees and costs, and reasonable attorneys' fees and costs on appeal), or liability arising out of or resulting from the Project, the Grantee's performance under this Agreement, and which are caused in whole or in part by the Grantee, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

SECTION 24. INSURANCE. Without limiting Grantee's indemnification, the Grantee shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to COPC staff thirty (30) days in advance of cancellation or modification of any policy of insurance. The COPC shall be added as an additional insured on all policies of liability insurance. All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Grantee's performance of the Agreement. Neither the COPC nor any of its insurers shall be required to contribute to any such loss. The policies and insurance which must be secured are:

A. COMMERCIAL GENERAL LIABILITY INSURANCE: If the Property is commercial, the Grantee must secure commercial general liability insurance to include, but not limited to, bodily injury and property damage coverage. The policy's liability limit amount shall not be less than $1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury and property damage.

B. WORKER'S COMPENSATION COVERAGE: The Grantee shall provide Worker's Compensation coverage for all employees in accordance with Florida law at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all its employees.

SECTION 25. AGENCY. The Grantee and COPC, and their respective agents, representatives, officers, employees, contractors, subcontractors, or other related parties, shall perform their respective duties and responsibilities under this Agreement as independent entities and not as agents of each other.

SECTION 26. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

SECTION 27. ASSIGNMENT. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the COPC, which shall not be unreasonably withheld.

SECTION 28. ACKNOWLEDGMENT. None of the provisions, terms, and conditions contained in the Agreement are meant to modify any existing lease, contract, or agreement between the Grantee or the Grantee's business and the Property Owner. The sole purpose of the Property Owner executing the Agreement is to demonstrate recognition and acknowledgment of any changes, modifications, or alterations being made to the Property by the Grantee with the funding assistance provided under the terms of the Agreement.

SECTION 29. NO GRANT OF VESTED RIGHTS. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to the Property or any other property owned or leased by Grantee.

SECTION 30. SEVERABILITY. Any provision or part of this Agreement that is declared invalid by a court of competent jurisdiction shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

SECTION 31. CONTROLLING LAW AND VENUE. This Agreement shall be governed and interpreted in accordance with Florida law. All proceedings or actions in law or equity shall be brought and heard in Flagler County, Florida.

SECTION 32. PUBLIC RECORDS LAW. The parties shall allow public access to all public records made or received in conjunction with this Agreement and the performance thereof, in accordance with the provisions of Chapter 119, Florida Statutes.

SECTION 33. LAWFULNESS. Grantee shall comply with all applicable laws, ordinances, and codes, including all applicable environmental regulations, and shall, at its own expense, secure all permits and licenses necessary to perform its duties and responsibilities under this Agreement.

SECTION 34. NO LIABILITY OR MONETARY REMEDY. The Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the COPC, and that the COPC bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to the Grantee for any breach by the COPC is one of mandamus to require the COPC's specific performance under the terms and conditions of this Agreement.

SECTION 35. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the parties' respective sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 36. BINDING NATURE OF AGREEMENT. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties hereto and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Grantee, or any portion thereof.

SECTION 37. RELATIONSHIP. This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the Grantee and the COPC. The Grantee cannot create any obligation or responsibility on behalf of the COPC or bind the COPC in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors, as it has deemed necessary.

Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. The Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by the Grantee as an inducement to entering into this Agreement.

SECTION 38. PERSONAL LIABILITY. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the COPC in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the COPC contained herein.

SECTION 39. CORRESPONDENCE. All correspondence and notice related to this Agreement shall be deemed delivered when (i) hand delivered to the office designated below, or (ii) upon receipt of such correspondence or notice when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed as set forth below, or at such other address as either the COPC, Grantee, or Property Owner shall have specified by written notice to the other delivered in accordance with this part.

If to the COPC:
City of Palm Coast
160 Lake Ave
Palm Coast, FL 32164
(with a copy to City Attorney's Office)

If to the Grantee:
_____

_____

_____

SECTION 40. AUTHORITY. The execution of this Agreement has been duly and legally authorized by the appropriate body or official(s) of both the CRA and Grantee. The CRA and the Grantee have complied with all applicable requirements of law, and both have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 41. EFFECTIVE DATE. The effective date of this Agreement shall be the latest date of execution by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

This space left intentionally blank.
Signature pages to follow.

GRANTEE: _____

WITNESS:

By: _____

_____

_____

Print Name: _____

Print Name: _____

Title: _____

STATE OF
COUNTY OF

Personally appeared before me by means of [ ] physical appearance or [ ] online notarization, the undersigned authority, _____, on this ___day of _____, 202___ who is the _____of _____, who is the Grantee. He/she is personally known to me or has produced a [ ] Driver's License or [ ] ____as identification and did/did not take an oath.

_____

NOTARY PUBLIC
Print Name: _____
My Commission Expires:

CITY OF PALM COAST

_____
Mike McGlothlin, City Manager

_____
Date

ATTEST:

_____
Kaley Cook, City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City of Palm Coast, Florida, only.

_____, 202__
Marcus Duffy, City Attorney

EXHIBITS
A – Legal Description and Project Description
B – Incentive Term
C – Taxable Value
D – Reporting
E – Public Art Option
F – Insurance Requirements

EXHIBITS TO ATTACH TO A COMPLETE AGREEMENT

EXHIBIT "A"

Legal Description and Project Description

EXHIBIT "B"

Incentive Term

EXHIBIT "C"

Taxable Value

EXHIBIT "D"

Reporting

EXHIBIT "E"

Public Art Option

EXHIBIT "F"

Insurance Requirements

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026 **Agenda Item:**

Department	HUMAN RESOURCES	**Amount**	$54,500.00
Division	HUMAN RESOURCES	**Org/Account #**	10012124-034000

Subject: RESOLUTION 2026-XX APPROVING A COMPREHENSIVE COMPENSATION AND BENEFIT SURVEY WITH EVERGREEN SOLUTIONS, LLC

Presenter: Kyle Berryhill, Interim Deputy City Manager and Renina Fuller, M.A., SHRM-CP, Director of Human Resources

Attachments:

1. Resolution
2. Master Services Agreement
3. Notice of Intent to Award
4. Project Overview

Background:

UPDATED BACKGROUND FROM THE APRIL 7, 2026, BUSINESS MEETING:

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.

ORIGINAL BACKGROUND FROM THE APRIL 7, 2026, BUSINESS MEETING:

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.

Council Priority:

As part of council priorities 1.0 Strong Resilient Economy, 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, a salary survey, and a citywide culture assessment. The agreement will allow Evergreen Solutions, LLC to conduct a comprehensive compensation and benefit survey for the City of Palm Coast.

Source of Funds Worksheet

Original Budget: $97,000.00
Total Expended/Encumbered to Date: $24,205.00
Current (WO/Contract): $41,563.80
Budget Transfer (City Manager Contingency Fund): $25,815.18
Balance: $57,046.38

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING A COMPREHENSIVE COMPENSATION AND BENEFIT SURVEY WITH EVERGREEN SOLUTIONS, LLC

RESOLUTION 2026-
COMPENSATION AND BENEFIT SURVEY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A CONTRACT WITH EVERGREEN SOLUTIONS, LLC FOR COMPREHENSIVE COMPENSATION AND BENEFIT SURVEY: PROVIDING LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR FUTURE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Evergreen Solutions, LLC desires to provide a comprehensive compensation and benefit survey for the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve services for the above-mentioned project for the City of Palm Coast.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Master Services Agreement with EVERGREEN SOLUTIONS, LLC for comprehensive compensation and benefit survey as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Master Services Agreement for changes totaling less than $50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Services Agreement on behalf of the City for any other changes that may be necessary.

SECTION 4. 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 5. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. 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 21st day of April 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" MSA with Evergreen Solutions, LLC

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20__ ("Effective Date"), between Evergreen Solutions, LLC whose primary place of business is 2528 Barrington Circle, Unit 201 Tallahassee, FL 32308 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY"). CITY and SUPPLIER are collectively referred to herein as "Parties".

WITNESSETH:

WHEREAS, CITY desires to procure **Comprehensive Compensation and Benefit Study** from a competent and qualified supplier and has conducted a formal Request for Proposal (RFP-HR-26-41) requesting bids/quotes for the services; and

WHEREAS, SUPPLIER is in the business of providing said services, is competent and qualified to provide said services to CITY, responded to the RFP and desires to render said services to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and SUPPLIER agree as follows:

1. SUPPLY OF SERVICES:

A. Work Order/Services. This Agreement standing alone does not authorize performance of Services or require CITY to place any orders. During the term of this Agreement, subject to the terms of a work order ("Work Order"), attached to this Agreement as Exhibit A agreed to by CITY and SUPPLIER, SUPPLIER shall provide the services, including any deliverables ("Services"), set forth in such Work Order. At a minimum, each Work Order will set forth a brief project description, the specific tasks, activities and deliverables to be performed, a timeline for performance and completion, a budget, and a payment schedule, with milestone payments where applicable. Each Work Order must be executed by the Parties prior to the commencement of Services thereunder. SUPPLIER shall use its best efforts to provide Services to CITY as described herein; to keep CITY advised of the progress of the work; to provide CITY with such reports, presentations, charts, graphs, and the like as are appropriate to the nature of the services to be performed hereunder; and to maintain complete files and records of all Services provided. Execution of a Work Order shall be an affirmative and irrefutable representation by SUPPLIER to CITY that SUPPLIER is fully familiar with any and all requisite work conditions related to the provisions of the services.

B. Quality of Services. SUPPLIER shall make no claim for additional time or money based upon its failure to comply with this AGREEMENT. SUPPLIER has informed CITY, and hereby represents to CITY, that it has extensive experience in performing and providing the services described in this AGREEMENT, and that it is well acquainted with the components that are properly and customarily included within such Services and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. SUPPLIER shall diligently and in a professional and timely manner perform and provide the Services included in each Work Order. All Services to be provided shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of CITY, and the laws of any Federal, State, or local regulatory agencies. SUPPLIER shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement. SUPPLIER shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by SUPPLIER under this Agreement, as well as the conduct of its staff, personnel, employees, and agents. SUPPLIER shall work closely with the CITY on all aspects of the provision of the services. SUPPLIER shall be responsible for the professional quality, technical accuracy, competence, methodology, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by SUPPLIER under this Agreement. SUPPLIER shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

C. Schedule/Delivery. Time is of the essence in the performance of this Agreement and any Work Order hereunder. SUPPLIER shall begin performing services upon execution by both Parties of the Work Order and written notification to proceed by CITY. SUPPLIER and CITY agree to make every effort to adhere to the schedules as described in each

Work Order. However, if SUPPLIER is delayed at any time in the provision of services by any act or omission of CITY or by any other supplier employed by CITY, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. If SUPPLIER'S performance is affected by any event beyond its reasonable control, including fire, explosion, flood, or other acts of God; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances; or failure of public utilities or common carriers, SUPPLIER shall not be liable in connection with this Agreement to the extent affected by such force majeure event; provided that SUPPLIER gives CITY immediate written notice of the force majeure event and exercises all reasonable efforts to eliminate the effects of the force majeure event on its performance as soon as and to the extent practicable. It is further expressly understood and agreed that SUPPLIER shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

D. Change Orders. No changes to a Work Order shall be made without the prior written approval of the Parties. The agreed upon changes shall be detailed in a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change including but not limited to scope, costs and adjustments to the schedule.

E. Supplier Designated Representative/Key Personnel. SUPPLIER shall furnish a SUPPLIER Designated Representative to administer, review, and coordinate the provision of services under this Agreement and each Work Order. Upon request by CITY, SUPPLIER shall submit to CITY detailed resumes of key professional personnel that will be involved in performing services described in the Work Order. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If, at any time, SUPPLIER desires to change key professional personnel in an active assignment, it shall submit the qualifications of the new professional personnel to CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.

F. Replacement of SUPPLIER Personnel. CITY reserves the right to reject at any time for any lawful reason whatsoever any of SUPPLIER'S personnel assigned by SUPPLIER in connection with any Work Order. SUPPLIER shall as soon as possible thereafter provide a replacement satisfactory to CITY. In no event shall performance of the Services be delayed or shall CITY be charged for any time required for any replacement SUPPLIER'S personnel to be trained to provide or become familiarized with the Services, whether the replacement is requested by CITY or not.

G. CITY Premises. At all times while on CITY'S premises, SUPPLIER shall comply with all rules and regulations of CITY. SUPPLIER shall be responsible for its employees and agents while on CITY'S premises.

H. Ownership of Deliverables. All deliverables, including any analysis, reference data, presentations, inventions, computer models, survey data, plans and reports, or any other form of written instrument or document and ideas made or conceived by SUPPLIER that result from or in connection with or during the performances of Services for CITY and any proprietary rights thereto, shall be the property of CITY. SUPPLIER agrees to assign, and does hereby assign, to CITY all right, title and interest of whatsoever kind and nature in and to all Deliverables and related proprietary rights. SUPPLIER shall execute, acknowledge, and deliver to CITY all such further papers as may be necessary to enable CITY to own, register, publish or protect said Deliverables and related proprietary rights in any and all countries and to vest title to said Deliverables and related proprietary rights in CITY. SUPPLIER grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the SUPPLIER for the CITY under this Agreement.

I. Acceptance Criteria. For any milestone in which SUPPLIER submits a Deliverable, CITY shall have the right to review and test such deliverable for the functional requirements or acceptance criteria specified for such deliverable and shall notify SUPPLIER if there are any deficiencies. SUPPLIER shall use its best efforts to promptly cure any such deficiencies, and after completing any such cure, SUPPLIER shall resubmit the deliverable for review and testing as set forth above. Any applicable warranty period shall only commence after acceptance by CITY.

2. COMPENSATION:

A. Costs and Expenses. Pricing for the performance of Services as specifically set forth in any Work Oder issued hereunder shall be in accordance with the rates, fees and discounts set forth in Exhibit C, Price Schedule. CITY shall only reimburse SUPPLIER for out-of-pocket expenses such as gas, tolls, mileage, meals, etc., that are directly

attributable to the performance of work under a Work Order and have been approved in writing in advance by an authorized representative of CITY.

B. **Invoicing**. Each Work Order shall be invoiced separately. As work progresses for services satisfactorily performed, SUPPLIER shall render to the CITY, at the close of each calendar month, an itemized detailed invoice properly dated, describing all services rendered, proper documentation of the cost of the services, the name and address of SUPPLIER, Work Order Number, Contract Number, the billing period, if applicable, and all other information required by this Agreement. SUPPLIER shall not send any invoices with respect to Services, and no claim from SUPPLIER for payment (including any amount for fees or expenses) will be allowed for any work done by SUPPLIER with respect to such Services, prior to the Parties' executing the Work Order and CITY issuing a purchase order to SUPPLIER with respect to Services. Work performed by SUPPLIER without written approval by the City's Designated Representative shall not be compensated. Any work performed by SUPPLIER without written approval by CITY is performed at SUPPLIER'S own election. Except for charges or expenses of SUPPLIER expressly set forth in the applicable Work Order, CITY shall not be responsible for any other charges or expenses of SUPPLIER or any mark-ups on any expenses of SUPPLIER. SUPPLIER shall submit invoices to CITY with supporting documentation for approved expenses, signed by the Authorized Representative. Original invoices should be submitted via email to ap@palmcoastgov.com.

C. **Payment Terms**. The Florida Prompt Payment Act shall apply when applicable. Invoices which are in an acceptable form to CITY and without disputable items will be processed for payment under the Prompt Payment Act., Fla. Stat. 218.70; payments shall be made by CITY to SUPPLIER not more than once monthly. SUPPLIER shall continue to perform during any dispute of an invoice.

D. **Financial Reconciliation.** At the completion or termination of the Services and before the final payment will be made, SUPPLIER shall, upon request by CITY, provide CITY with a financial reconciliation of funds paid by CITY and tasks completed or partially completed.

E. **Taxes.** Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

3. TERM AND TERMINATION:

A. **Term**. This Agreement shall take effect on the Effective Date and shall terminate at the end of one year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders and Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Work Orders shall remain in effect until delivery and acceptance of the work authorized by the Work Order as well as during periods of warranty and guarantee.

B. **Time-Only Extension for Re-Socilitation.** In addition to the renewal options above, the City may, at its sole discretion, extend the Agreement for time only for the limited purpose of allowing continuity of services while the City completes a re-solictation, award, and transition for these services.

- This extension shall be non-material;
- Shall not exceed ninety (90) days in total
- This extension shall be a one-time extension that shall not be extended past ninety (90) days; and
- Shall invole no modification to pricing, scope of services, or any other material terms of the Agreement.

The Contractor shall continue performance at the existing contract rates and terms during any such time-only extension.

C. **Termination By CITY**.

i. Termination Without Cause. CITY may terminate this Agreement at any time upon fifteen (15) days prior written notice; provided however, that any Work Order entered into shall survive such termination under the terms of this Agreement until the conclusion of such Work Order unless such Work Order is specifically terminated. CITY may terminate any incomplete Work Order at any time and for any or no reason upon written notice to SUPPLIER. In the event of such termination, SUPPLIER shall immediately cease all work in connection with the applicable Work Order after receipt of written notice from CITY unless such notice expressly provides otherwise.

ii. Termination for Cause. CITY may terminate this Agreement for cause at any time upon written notice allowing SUPPLIER five (5) days to remedy the breach. Cause shall include but is not limited to:

1. If, in CITY'S opinion, adequate progress under a Work Order is not being made by SUPPLIER; or

2. If, in CITY'S opinion, the quality of the services provided by SUPPLIER is/are not in conformance with commonly accepted professional standards, standards of CITY, the requirements of Federal or State regulatory agencies, and SUPPLIER has not corrected such deficiencies in a timely manner as reasonably determined by CITY; or

3. SUPPLIER or any employee or agent of SUPPLIER is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by SUPPLIER; or

4. SUPPLIER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

5. SUPPLIER violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the City Code of Conduct.

iii. Except where CITY terminates for cause, SUPPLIER shall be entitled to payment for any work performed and accepted by CITY and any CITY approved expenses irrevocably committed prior to the effective date of termination. CITY shall be entitled to an appropriate refund for any amounts advanced to SUPPLIER for Services not yet performed as of the effective date of termination. SUPPLIER shall not be entitled to any damages for such early termination of Services. In no event shall CITY be responsible for any amounts in the aggregate greater than (i) the total that would have been due under such Work Order or (ii) the value of the work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination, whichever is less.

iv. Within five (5) days from the effective date of termination, SUPPLIER shall provide or make available to CITY all materials provided by CITY to SUPPLIER and all CITY materials, including any work-in-progress and all full and partial copies thereof, and shall also submit an invoice to CITY in accordance with the pricing set forth in such Work Order for all work done by SUPPLIER in accordance with such Work Order and this Agreement with respect thereto prior to termination.

D. Termination By SUPPLIER. SUPPLIER shall have the right to terminate this Agreement or any Work Order hereunder by way of a written notice, if CITY commits a material breach of the Agreement or a Work Order hereunder and fails to remedy such breach within fifteen (15) days after receipt of written notice of default.

E. Cooperation. Upon receipt of a notice for any termination of this Agreement and any Work Order hereunder, the Parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process.

F. Survivability. The terms of this Agreement shall survive in full force and effect as to any incomplete Work Orders and Purchase Orders issued prior to the expiration of this Agreement and such Work Orders and Purchase Orders shall continue to be subject to this Agreement until such Work Orders and Purchase Orders are completed or terminated in accordance with this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

A. SUPPLIER represents and warrants the following:

i. The Services shall be performed strictly in accordance with and conform to this Agreement, the applicable Work Order and any applicable industry standards and practices.

ii. The Services shall be provided by qualified personnel, suitably skilled and trained in the performance of the Services, and performed in a diligent and professional manner.

iii. SUPPLIER has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents required to perform the Services.

iv. All deliverables, material, supplies or goods provided by SUPPLIER shall be free from defects and be of merchantable quality.

v. All deliverables provided shall be original and shall not infringe any copyright or violate any rights of any persons or entities whatsoever, except that SUPPLIER shall not be responsible for any claim arising solely from SUPPLIER'S adherence to CITY'S written instructions or directions which do not involve items of SUPPLIER'S origin, design or selection.

vi. SUPPLIER shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the Services provided to the City. SUPPLIER agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment, safety, environmental and health laws.

B. Without limiting any other rights that CITY may have, CITY reserves the right to refuse any Services if SUPPLIER does not, or the Services do not, conform to the foregoing. Acceptance of any part of the Services shall not bind CITY to accept any non-conforming Services simultaneously provided by SUPPLIER, nor deprive CITY of the right to reject any previous or future non-conforming Services.

C. The representations and warranties contained herein are deemed to be material obligations and shall survive any payment by CITY and shall survive any termination or expiration of this Agreement and any termination or completion of any or all Work Orders.

5. INDEMNIFICATION/SOVEREIGN IMMUNITY AND INSURANCE.

A. **Indemnification**. SUPPLIER shall indemnify, hold harmless and defend CITY from and against any and all liabilities, damages, losses, and costs, including but not limited to, reasonable 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 SUPPLIER, its agents, servants, officers, officials, employees, or subcontractors. CITY reserves its rights to be represented in any such action by its own counsel at its own expense. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER 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 SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts. This indemnification provision shall survive any termination or expiration of this Agreement.

B. **Sovereign Immunity**. CITY expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

C. **Insurance**. SUPPLIER shall, at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirements, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section.

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY, and any such purported assignment without such written consent shall be void. This Agreement shall be binding on SUPPLIER'S heirs, executors, legal representatives, successors and permitted assigns.

8. **AUDIT OF BOOKS AND RECORDS.** SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment whichever is later. CITY or CITY'S authorized representative, may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement and SUPPLIER shall make such materials available at SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY. SUPPLIER agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

9. **AUTHORIZED REPRESENTATIVE.** Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for SUPPLIER certifies/certify that he/she/they is/are authorized to bind SUPPLIER fully to the terms of this Agreement.

10. **CHOICE OF LAW/JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws 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.

11. **COMPLIANCE WITH LAWS.** SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes applicable to the Services including, but not limited to, the following:

A. **Discrimination/ADA**. SUPPLIER shall 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 shall 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 other forms of compensation; and selection for training, including apprenticeship. SUPPLIER, 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 Federal or State law related thereto. If SUPPLIER or an affiliate is placed on a discriminatory vendor list, such action may result in termination by CITY. SUPPLIER shall certify, upon request by CITY, that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.

B. **Drug Free Workplace**. SUPPLIER shall certify, upon request by CITY, that SUPPLIER maintains a drug free workplace policy in accordance with Section 287.087, Florida Statutes. Failure to submit this certification may result in termination.

C. **Immigration**. CITY shall not intentionally award publicly-funded contracts to any SUPPLIER who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationally Act (INA)]. CITY shall consider the employment by SUPPLIER of unauthorized aliens, a violation of Section 274A (e) of the INA.

D. **Scrutinized Companies.** Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

E. **Contractor Preference.** Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations;

b. The Contractor's religious beliefs, religious exercise, or religious affiliations;
c. The Contractor's lawful ownership of a firearm;
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition;
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture;
f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking;
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein;
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

F. Conflict of Interest.

i. SUPPLIER hereby certifies that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of SUPPLIER, or any interest in property that SUPPLIER may have.

ii. SUPPLIER shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

iii. SUPPLIER further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to CITY.

G. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

12. CONTRACT DOCUMENTS. The RFP and all submissions prepared by SUPPLIER in response to the RFP are incorporated herein by reference to the extent not inconsistent with the terms and conditions as set forth herein. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Puchase Order.

14. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the Parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the Parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the Parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. No term included in any invoice, estimate, confirmation, acceptance or any other similar document in connection with this Agreement or a Work Order hereunder shall be effective unless expressly stated otherwise in a writing signed by authorized representatives of the Parties with the same formality and equal dignity herewith. Any amendments to this Agreement must be in writing signed by both Parties. In the event of a conflict between this Agreement and a Work Order or any other writing, this Agreement controls over such inconsistent or additional terms.

15. **E-VERIFY REGISTRATION AND USE.** Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

    A. All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
    B. All persons (including subvendors/subsconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Palm Coast.

    By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

16. **EXCLUSIVITY.** The Parties agree that CITY hereunder is not guaranteeing that any minimum amount of Services will be ordered from SUPPLIER under this Agreement. The relationship between SUPPLIER and CITY is not one of exclusivity. Without limiting the foregoing, SUPPLIER agrees that CITY has the right to benchmark, whether formally or informally, any services offered by SUPPLIER or any terms of this Agreement or any Work Order and to competitively bid any project it may have.

17. **INDEPENDENT CONTRACTOR**. The relationship of the Parties established by this Agreement and all Work Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by SUPPLIER in the performance of Services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

18. **INTERPRETATION**. This Agreement is the result of bona fide arms length negotiations between CITY and SUPPLIER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

19. **MOST FAVORED CUSTOMER.** SUPPLIER warrants and represents that all terms, including prices, charges, benefits and warranties, in this Agreement are at least as or more favorable than any terms that SUPPLIER has offered to any other person or entity, for the types of Services covered by this Agreement. If at any time during this Agreement SUPPLIER shall offer any other person or entity terms more favorable, SUPPLIER shall promptly notify CITY of such more favorable terms, and if such more favorable terms were offered by SUPPLIER to another person or entity CITY shall immediately receive the benefit of the more favorable terms for the remainder of this Agreement, including any renewals thereof, as well as retroactively to the effective date such more favorable terms were offered by SUPPLIER. Upon CITY'S request, SUPPLIER shall advise CITY in writing, executed by an officer of SUPPLIER, that this section has not been contradicted by SUPPLIER since the later of (i) the Effective Date of this Agreement or (ii) the date of the most recent notice provided by SUPPLIER pursuant to this section.

20. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR CITY:	**FOR SUPPLIER:**
The City Manager	Jeffery Ling, President
City of Palm Coast	Evergreen Solutions, LLC
160 Lake Avenue	2528 Barrington Circle, Unit 201
Palm Coast, Florida 32164	Tallahassee, FL 32308

21. ORDER OF PRECEDENCE. In the event of a conflict between the terms and conditions of this Agreement and any related exhibits, attachments, proposals, or Work Orders, the terms of this Agreement shall take precedence and control over those of the exhibit, attachment, proposal, or Work Order unless otherwise agreed to in writing by all Parties. In the event of a conflict between the terms and conditions of a Work Order and any related exhibits, attachments, or proposals, the terms of the Work Order shall take precedence and control over those of the exhibit, attachment, or proposal thereto unless otherwise agreed to in writing by all Parties.

22. PUBLIC RECORDS LAW.

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

23. SEVERABILITY. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

24. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the Services of any subcontractors or other professional associates in connection with performance of this Agreement or any Work

Order, SUPPLIER must first secure CITY'S prior express written approval. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractors to assume performance of SUPPLIER'S duties commensurately with SUPPLIER'S duties to CITY under this Agreement, it being understood that nothing herein shall in any way relieve SUPPLIER from any of its duties under this Agreement or any Work Order hereunder. SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates. SUPPLIER shall provide CITY with executed copies of all subcontracts.

25. **WAIVER.** The failure of CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

EVERGREEN SOLUTIONS, LLC

By: _____
(Authorized Signatory)

Print Name: _____

Title: _____

Date: _____

Exhibits
A – Work Order Template Form
B – Insurance Requirements
C – Price Schedule

Work Order # _____ PO# _____ Project Mgr. _____
name

SUPPLIER NAME: _____

Contract Project Title _____ **Work Order Project Title _____**

Contract Bid # _____ **Work Order Bid # _____**

Contract Resolution # _____ **Work Order Resolution # _____**

TOTAL COST: $_____

1. **INCORPORATION BY REFERENCE** The provisions of the Contract referenced above dated _____ _____, _____ ("Agreement") are hereby expressly incorporated by reference into and made a part of this Work Order.
2. **METHOD OF COMPENSATION (chose one): _____ FIXED FEE/LUMP SUM _____UNIT BASED/ NOT TO EXCEED***
3. **PRICING (chose one): ____ ATTACHED _____ INCLUDED IN CONTRACT**
4. **SCHEDULE (chose one):_____ AS NEEDED BASIS ____ SHALL BE COMPLETED BY - ____/____/20____**
5. **DESCRIPTION OF SERVICES (chose one): _____ ATTACHED _____ INCLUDED IN CONTRACT**
6. **OTHER ATTACHMENTS TO THIS WORK ORDER: _____No _____ Yes If yes, identify:_____**
7. **MISCELLANOUS:**_____
8. **TIME IS OF THE ESSENCE**: The obligation of Supplier to perform services shall commence upon execution of this Work Order and shall be completed as set forth above. Time is of the essence. Failure to meet the completion date shall be a material default and may be grounds for termination of this Work order and the Agreement.
9. **CONFLICT**. In the event of a conflict between the terms and conditions of the Agreement and this Work Order, the terms of the Agreement shall govern unless otherwise agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this Work Order and any attachments, the terms of this Work Order shall govern unless otherwise agreed to in writing by all parties.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

SUPPLIER APPROVAL

By: _____

Print: _____

Title: _____

Date: _____

CITY APPROVAL

By: _____

Print Name: _____

Title: Assistant City Manager or Designee

Date: _____

BPO Use Only:

Req #_____ Requisition Creator _____
name

Select one: _____ New PO _____ Increase to Existing/ P.O. Adjustment

DRAFT

EXHIBIT B
Insurance Requirements

1. GENERAL.

1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

1.2. Until such time as the insurance is no longer required to be maintained by SUPPLIER, SUPPLIER shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

1.3. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

1.4. Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontrator or another supplier shall relieve SUPPLIER of SUPPLIER'S full responsilbility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.

1.5. It shall also be the responsibility of SUPPLIER to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

1.7. Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

2. INSURANCE COMPANY REQUIREMENTS.

2.1. SUPPLIER shall obtain or possess and continously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

2.2. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, SUPPLIER shall, as soon as SUPPLIER has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to CITY, SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE. Without limiting any of the other obligations or liability of SUPPLIER, SUPPLIER shall, at SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

$500,000.00	(Each Accident)
$500,000.00	(Disease-Each Employee)
$500,000.00	(Disease-Policy Limit)

3.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

	LIMITS
General Aggregate (per project)	$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.3. Business Auto Policy.

SUPPLIER'S insurance shall cover SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000.00

3.4. Professional Liability: SUPPLIER shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting SUPPLIER against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by SUPPLIER.

EXHIBIT C
Price Schedule

(See attached)

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: Comprehensive Compensation and Benefit Study - **RFP-HR-26-41**

Date: 3/10/2026

Appeal Deadline: Appeals must be Filed by 5:00 PM on 3/13/2026

Firm	Final Ranking
Evergreen Solutions, LLC	1
AutoSolve, Inc	2
JER HR Group, LLC	3
MGT of America, LLC	4
Bolton Partners, Inc.	5
Gallagher Benefit Services, Inc.	6
HR Data Labs, LLC	7
Management Advisory Group International, Inc	Non-Responsive (Required notary seal missing on submitted forms)

The intent of the City of Palm Coast is to award Comprehensive Compensation and Benefit Study to Evergreen Solutions, LLC

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director

For questions regarding this Notice of Intent to Award please contact: Shannon Nolan, Procurement Coordinator, at sknolan@palmcoastgov.com.

Bid protests shall be resolved in accordance with Section 2-29, Code of Ordinances, City of Palm Coast, Florida.

A proposer may protest the results of this intended award of this Bid within three (3) business days from the posting of this recommendation to award. The proposer must file a written protest explaining in detail the nature of the protest and the grounds upon which it is based.

Failure to file a written protest with the Deputy City Manager, ***Lauren Johnston LJohnston@palmcoastgov.com****, acting as the designee of the Financial Services Director, shall constitute a waiver of the protest proceedings.*

RFP-HR-26-41 - Comprehensive Compensation and Benefit Study

Project Overview

Project Details	
Reference ID	RFP-HR-26-41
Project Name	Comprehensive Compensation and Benefit Study
Project Owner	Shannon Nolan
Project Type	RFP
Department	Procurement
Current Spend	$0.00
Target Savings	0%
Budget	$0.00 - $0.00
Project Description	The City of Palm Coast (COPC) is seeking proposals from qualified and experienced consultants with demonstrated skills and success in conducting employee classification, compensation, and benefits studies to assist COPC in updating its classification plan and developing a strategy to ensure employee's pay and benefits are at a competitive level that aligns with the results of the study.
Open Date	Feb 11, 2026 2:00 PM EST
Intent to Bid Due	Feb 25, 2026 2:00 PM EST
Close Date	Feb 26, 2026 2:00 PM EST

Highest Scoring Supplier	Score
AutoSolve, Inc.	**74.6 pts**
Evergreen Solutions, LLC	**74.6 pts**

Seal status

Requested Information	Unsealed on	Unsealed by
Forms 1 -8	Feb 26, 2026 2:15 PM EST	Shannon Nolan
Proposal	Feb 26, 2026 2:15 PM EST	Shannon Nolan
Addendum 1 (signed & dated)	Feb 26, 2026 2:15 PM EST	Shannon Nolan

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Ryan Bellerive	Feb 26, 2026 2:51 PM EST	No
Renina Fuller	Mar 02, 2026 10:00 AM EST	No
Shannon Nolan	Feb 26, 2026 2:16 PM EST	No
Lynn Stevens	Mar 02, 2026 11:42 AM EST	No
Ashley Fenner	Feb 26, 2026 2:51 PM EST	No
Suzanne Pepio	Feb 26, 2026 2:51 PM EST	No

Project Criteria

Criteria	Points	Description
Forms 1 - 8	Pass/Fail	Forms 1 -8
Proposal	Pass/Fail	Proposal
Project Understanding and Proposal	20 pts	Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Experience with Similar Projects, Technical Capability, and Qualifications	20 pts	Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets

		Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Project Methodology and Technical Approach	30 pts	Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Project Team	10 pts	Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Proposal Cost Sheet	20 pts	Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good –

		Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Addenda	Pass/Fail	Addendum Submitted
Total	**100 pts**	

Scoring Summary

Active Submissions

	Total	Forms 1 - 8	Proposal	Project Understanding and Proposal	Experience with Similar Projects, Technical Capability, and Qualifications
Supplier	**/ 100 pts**	**Pass/Fail**	**Pass/Fail**	**/ 20 pts**	**/ 20 pts**
AutoSolve, Inc.	74.6 pts	Pass	Pass	15.6 pts	13.6 pts
Evergreen Solutions, LLC	74.6 pts	Pass	Pass	15.6 pts	15.2 pts
JER HR Group LLC	73 pts	Pass	Pass	16 pts	13.2 pts
MGT of America, LLC	70 pts	Pass	Pass	15.2 pts	14 pts
Bolton	67 pts	Pass	Pass	12 pts	14.4 pts

	Total	Forms 1 - 8	Proposal	Project Understanding and Proposal	Experience with Similar Projects, Technical Capability, and Qualifications
Supplier	**/ 100 pts**	**Pass/Fail**	**Pass/Fail**	**/ 20 pts**	**/ 20 pts**
Gallagher Benefit Services, Inc.	65 pts	Pass	Pass	12.8 pts	13.2 pts
HR Data Labs LLC	55.2 pts	Pass	Pass	12.8 pts	9.2 pts

	Project Methodology and Technical Approach	Project Team	Proposal Cost Sheet	Addenda
Supplier	**/ 30 pts**	**/ 10 pts**	**/ 20 pts**	**Pass/Fail**
AutoSolve, Inc.	24 pts	5.8 pts	15.6 pts	Pass
Evergreen Solutions, LLC	24.6 pts	7.6 pts	11.6 pts	Pass

	Project Methodology and Technical Approach	Project Team	Proposal Cost Sheet	Addenda
Supplier	**/ 30 pts**	**/ 10 pts**	**/ 20 pts**	**Pass/Fail**
JER HR Group LLC	22.2 pts	7.6 pts	14 pts	Pass
MGT of America, LLC	22.2 pts	7.4 pts	11.2 pts	Pass
Bolton	21.6 pts	7 pts	12 pts	Pass
Gallagher Benefit Services, Inc.	21 pts	6.8 pts	11.2 pts	Pass
HR Data Labs LLC	20.4 pts	4.8 pts	8 pts	Pass

Eliminated Submissions

	Forms 1 - 8	Proposal	Project Understanding and Proposal	Experience with Similar Projects, Technical Capability, and Qualifications	Project Methodology and Technical Approach
Supplier	**Pass/Fail**	**Pass/Fail**	**/ 20 pts**	**/ 20 pts**	**/ 30 pts**
Management Advisory Group International, Inc.	-	-	-	-	-

	Project Team	Proposal Cost Sheet	Addenda
Supplier	**/ 10 pts**	**/ 20 pts**	**Pass/Fail**
Management Advisory Group International, Inc.	-	-	-

Reason

Supplier	Disqualified by	Reason
Management Advisory Group International, Inc.	Shannon Nolan	Forms missing notary seal.

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026

Agenda Item:
H.2

Department COMMUNITY DEVELOPMENT **Division** PLANNING	**Amount** **Org/Account #**

Subject: RESOLUTION 2026- XX U-HAUL STORAGE FACILITY - PALM COAST TECHNICAL SITE PLAN - TIER 3, APPLICATION # 5979

Presenter: **Michael Hanson, A.I.C.P, Senior Planner**

Attachments:

1. Presentation
2. Resolution
3. Development Order
4. Staff Report
5. Map Series
6. Application and Owner Authorization
7. Survey
8. Phasing Plan, Site Plan, Landscape Plan
9. Architectural Elevations

Background:

The applicant has submitted a Technical Site Plan Tier 3 application for a mini-warehouse and recreational vehicle self-storage facility. The proposed facility is phased. This technical site plan application is only for phase one. Phase one includes two buildings measuring ±119,614 square feet. Building A is planned to be three stories (±45.5 feet per the submitted Architectural Elevations) and provide 950 storage units within the ±105,666-square-foot building. Building B is planned to be a one-story (±48.5 feet) warehouse style ±13,948-square-foot building with both buildings sharing a similar façade.

The applicant is planning a future phase, which will expand recreational vehicle and boat parking along with providing garage units. This can be seen on the included phasing plan but is not part of this application. The applicant is also working with City staff for a land purchase agreement for the future extension of Whiteview Parkway westward of US Highway 1 (US-1) to support the City's planned westward expansion. This purchase agreement will be seen by City Council as a separate agenda item in the near future. This item was heard by the Planning and Land Development Regulation Board at their March 18th, 2026 meeting. There was no public participation regarding the project, and the Planning and Land Development Board unanimously recommended approval of the project.

This is a quasi judicial item, please disclose any ex parte communication.

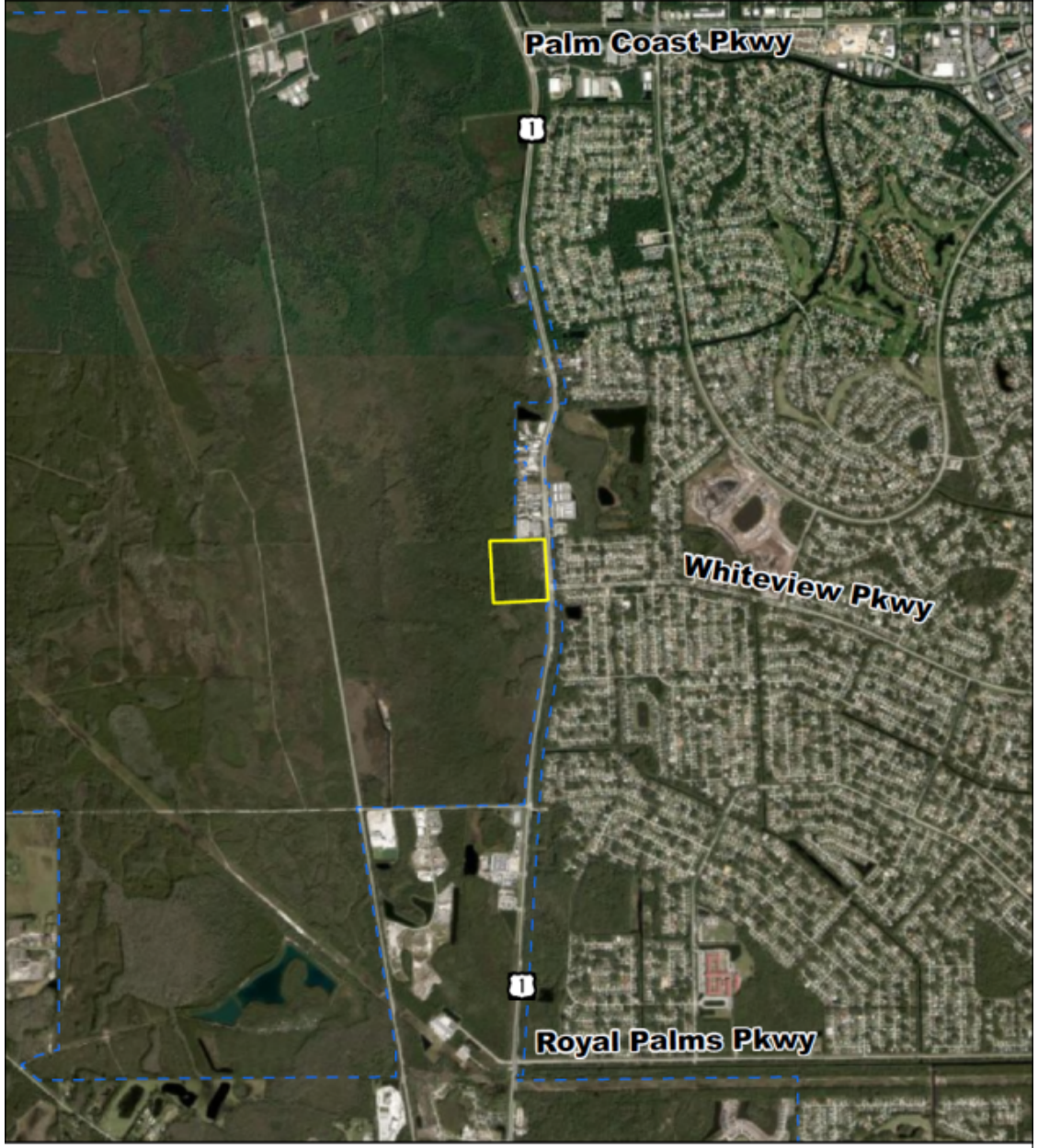
Recommended Action: **THE PLANNING AND LAND DEVELOPMENT REGULATION BOARD (PLDRB) FOUND THE PROJECT IN COMPLIANCE WITH LAND DEVELOPMENT CODE, AND THE COMPREHENSIVE PLAN AND RECOMMENDED APPROVAL OF THE TECHNICAL SITE PLAN – TIER 3 U-HAUL STORAGE FACILITY - PALM COAST, APPLICATION NO. 5979 TO THE CITY COUNCIL.**

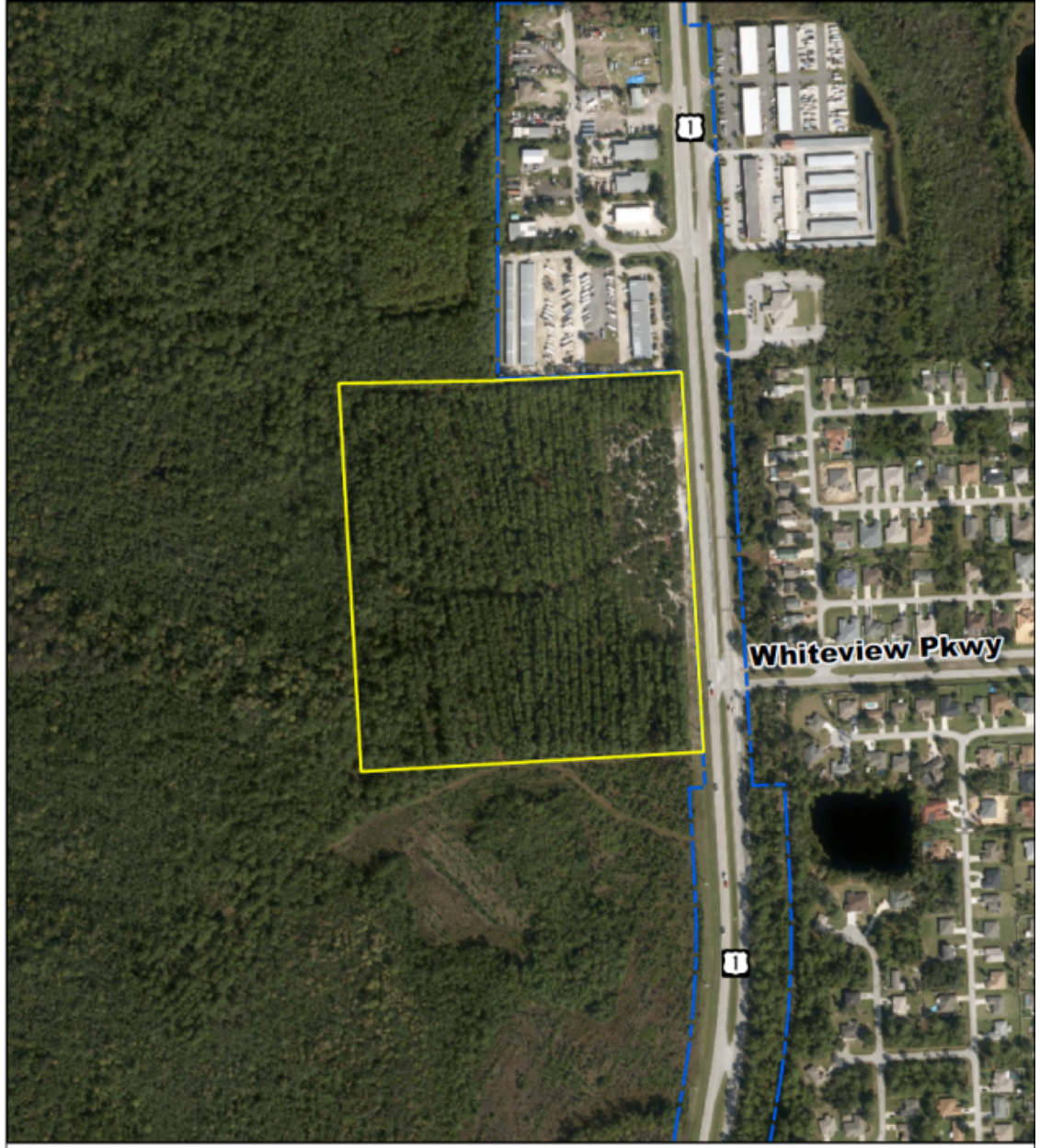
U-HAUL
TECHNICAL SITE PLAN - TIER 3

City Council
April 21, 2026

Distant Aerial

- West side of US Highway 1 at its intersection with Whiteview Parkway
- 4355 US HWY 1 N, Bunnell, Florida 32110
- ±30.02 acres





Close Up Aerial

Palm Coast City Limits

Subject Property

0 400 Feet

Map Provided by the Planning Division

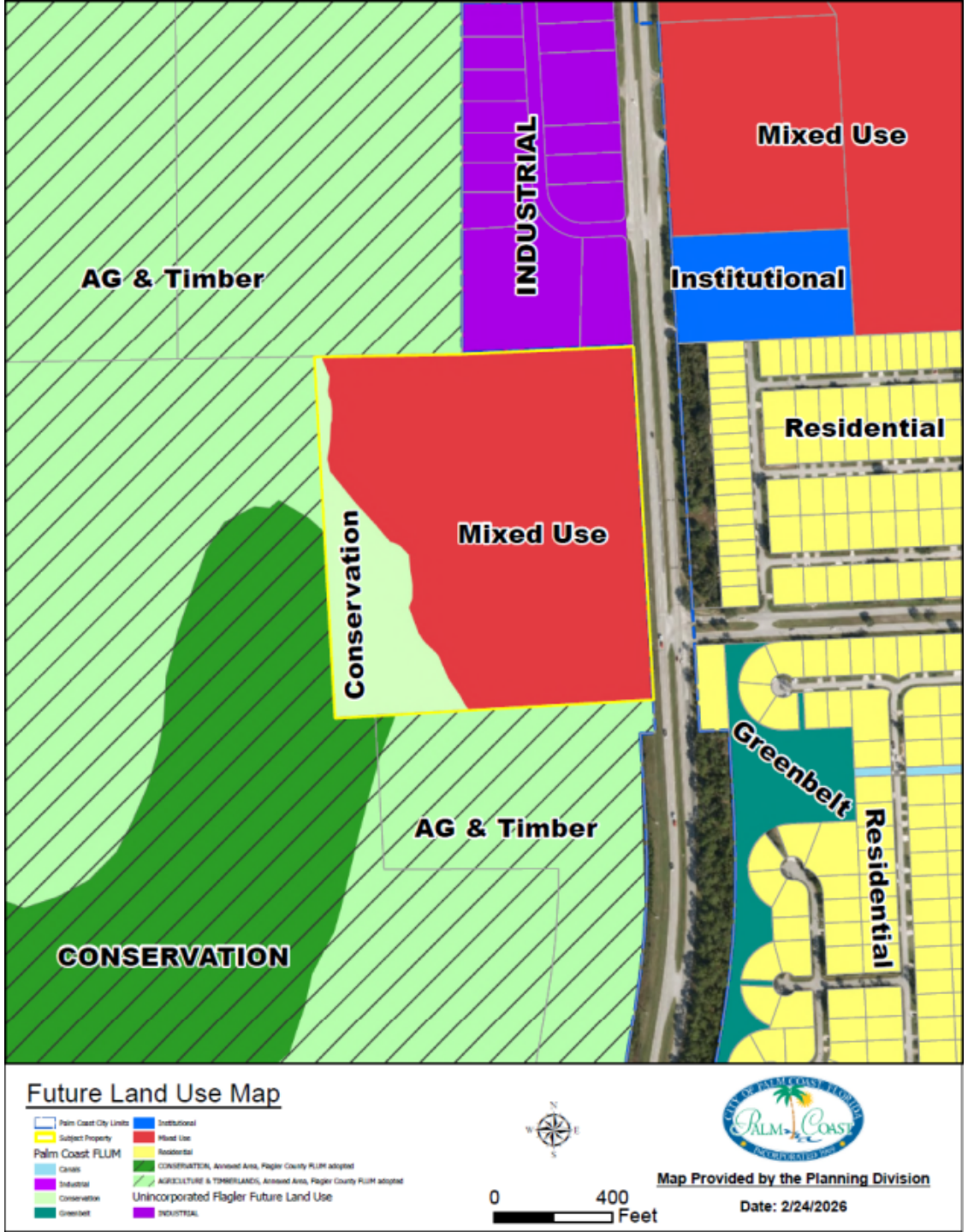
Date: 2/24/2026

Request

The applicant has submitted a Technical Site Plan Tier 3 application for a mini-warehouse and recreational vehicle self-storage facility. The proposed facility is phased. This technical site plan application is only for phase one. Phase one includes two buildings measuring ±119,614 square feet. Building A is planned to be three stories (±45.5 feet per the submitted Architectural Elevations) and provide 950 storage units within the ±105,666-square-foot building. Building B is planned to be a one-story (±48.5 feet) warehouse style ±13,948-square-foot building with both buildings sharing a similar façade.

FLUM

The subject site is designated Mixed Use and Conservation.

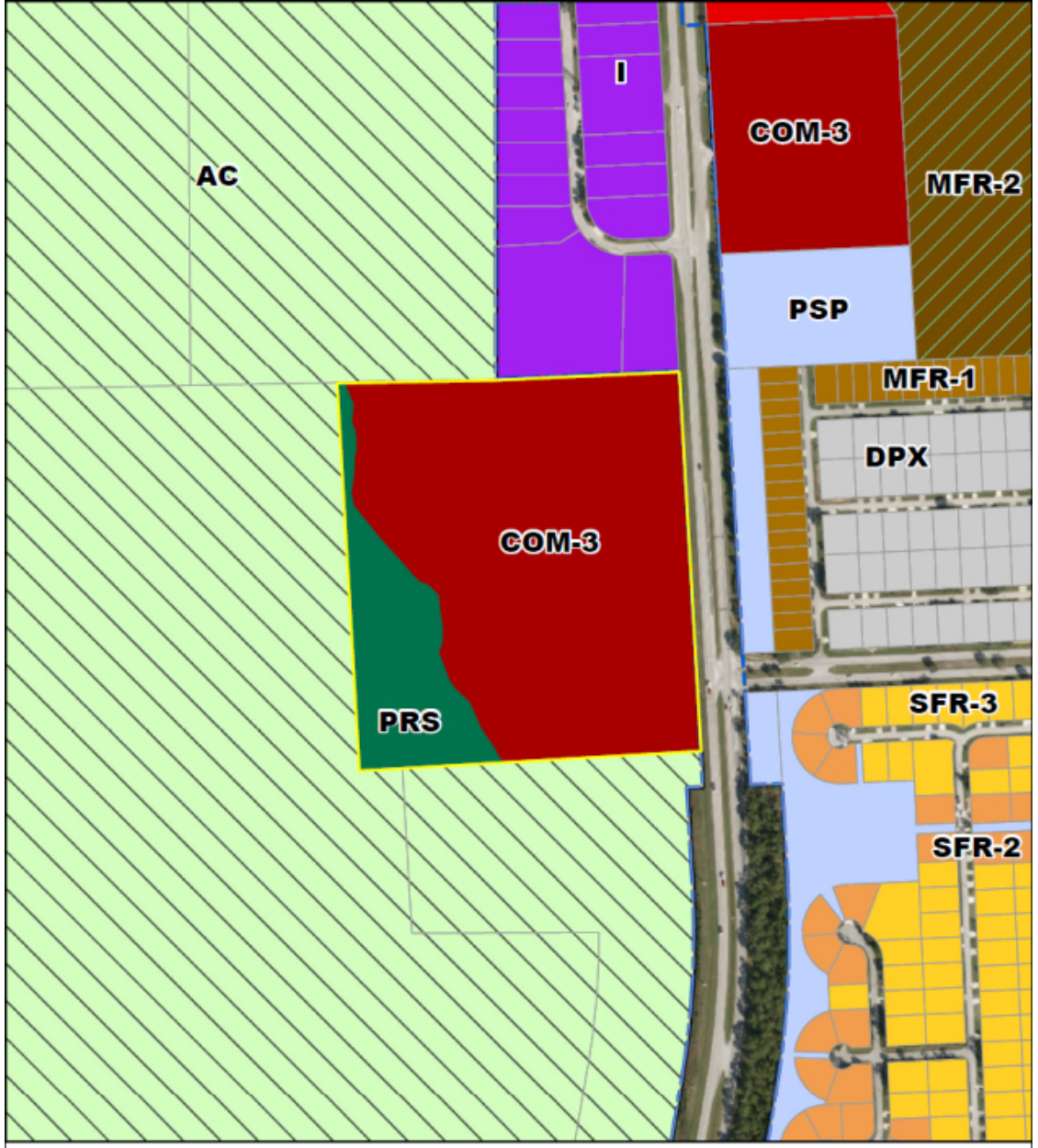


SURROUNDING ZONING AND FLUM CATEGORIES

Direction	FLUM Category	Zoning District
North	Flagler County: Agriculture and Timberlands, Industrial	Flagler County: Agriculture and Timberlands, Industrial
East	Residential, Greenbelt	Public/Semi-Public (PSP), Multi-Family Residential (MFR-1), Duplex (DPX), Single-Family Residential (SFR-2, SFR-3)
South	Flagler County: Agriculture and Timberlands, Conservation	Flagler County: Agriculture and Timberlands
West	Flagler County: Agriculture and Timberlands, Conservation	Flagler County: Agriculture and Timberlands

Zoning Map

The subject site is zoned COM-3 and PRS. The proposed use is permitted by right in COM-3.



SURROUNDING ZONING AND FLUM CATEGORIES

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North	Flagler County: Agriculture and Timberlands, Industrial	Flagler County: Agriculture and Timberlands, Industrial
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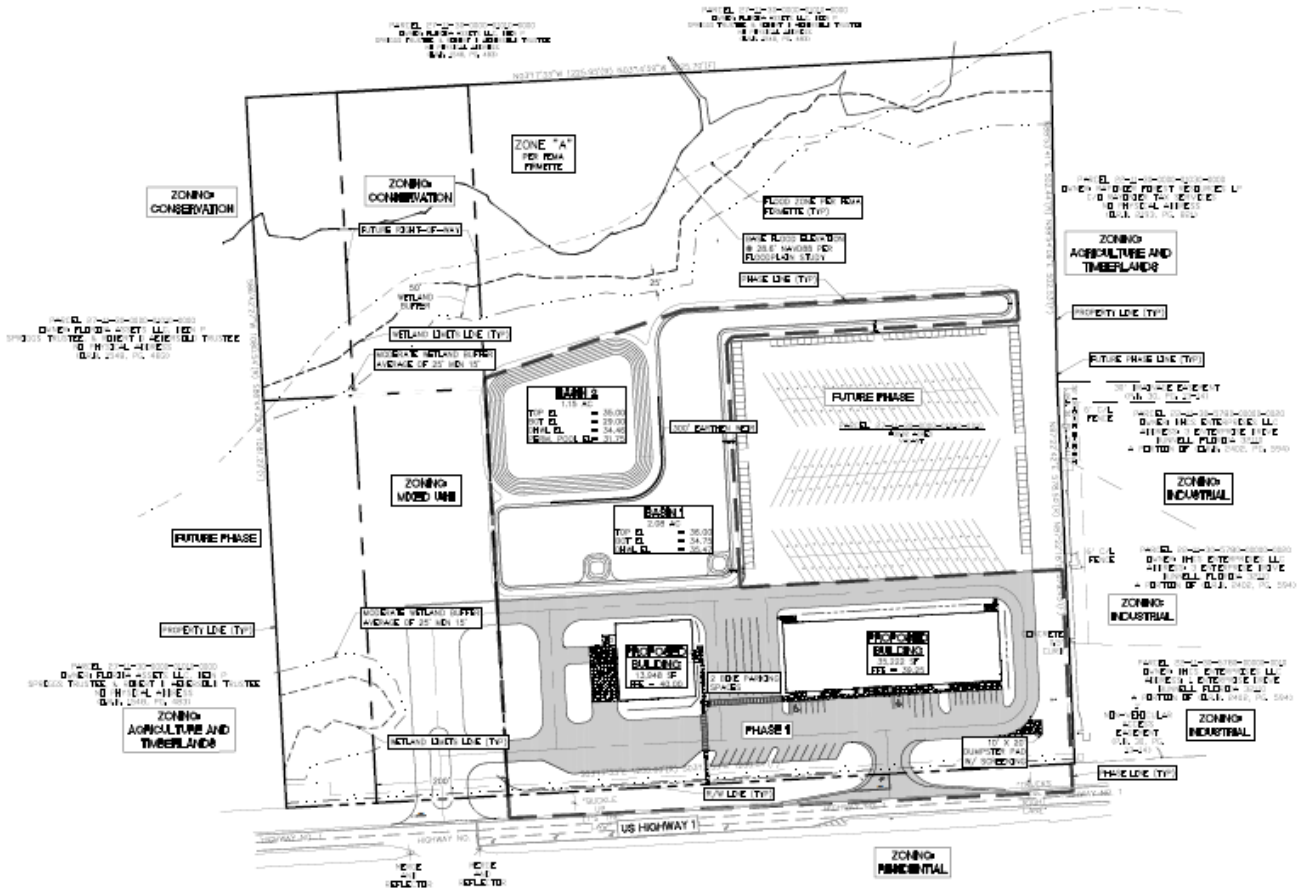
South	Flagler County: Agriculture and Timberlands, Conservation	Flagler County: Agriculture and Timberlands
West	Flagler County: Agriculture and Timberlands, Conservation	Flagler County: Agriculture and Timberlands

Overall Site Plan



NOTES

1. DEVELOPMENT ORDER WILL BE FOR THE PROPOSED PHASE 1 ONLY.
2. PHASE 1 DOES NOT INCLUDE CANOPIES, AWNINGS, OR HEIGHT RESTRICTIONS THAT ARE LOWER THAN THE REQUIRED FIRE DEPT ACCESS OF AT LEAST 13'-6" PER FFPC 1 (2023) 18.2.3.5.1.2 AND 4A.
3. THE FUTURE RIGHT-OF-WAY DEDICATION SHOWN FOR COORDINATION PURPOSES ONLY.
4. UPON AGREEMENT BETWEEN THE CITY OF PALM COAST AND LAP, A SKETCH AND LEGAL DESCRIPTION OF THE FUTURE RIGHT-OF-WAY WILL BE PROVIDED.

LEGEND

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE PAVEMENT

N

100 50 0 100 200 300

SCALE 1" = 100'

REVISIONS

NO.	DATE	DESCRIPTION	DRAWN	APPR
1	2025-09-09	CITY OF PALM COAST - SUBMITTAL #3		
2	2025-11-14	CITY OF PALM COAST - SUBMITTAL #4		

ENGINEER OF RECORD: JAMES LEE JONES II, P.E. FLORIDA LICENSE NO. 88521

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JAMES LEE JONES II, PE ON THE DATE ADJACENT TO THE SEAL.

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

No. 88521 STATE OF FLORIDA

JBPro
CIVIL ENGINEERING | LAND PLANNING
SURVEYING | CONSTRUCTION SERVICES

3530 NW 43rd Street | Gainesville, Florida 32606
4420 US-1 S, Suite T | St. Augustine, Florida 32086
Gainesville: (352) 275-6999 | St. Augustine: (904) 799-6999
Toll Free: (844) GoJBPro | E-mail: contact@jbpro.com

SHEET TITLE: MASTER PHASING PLAN

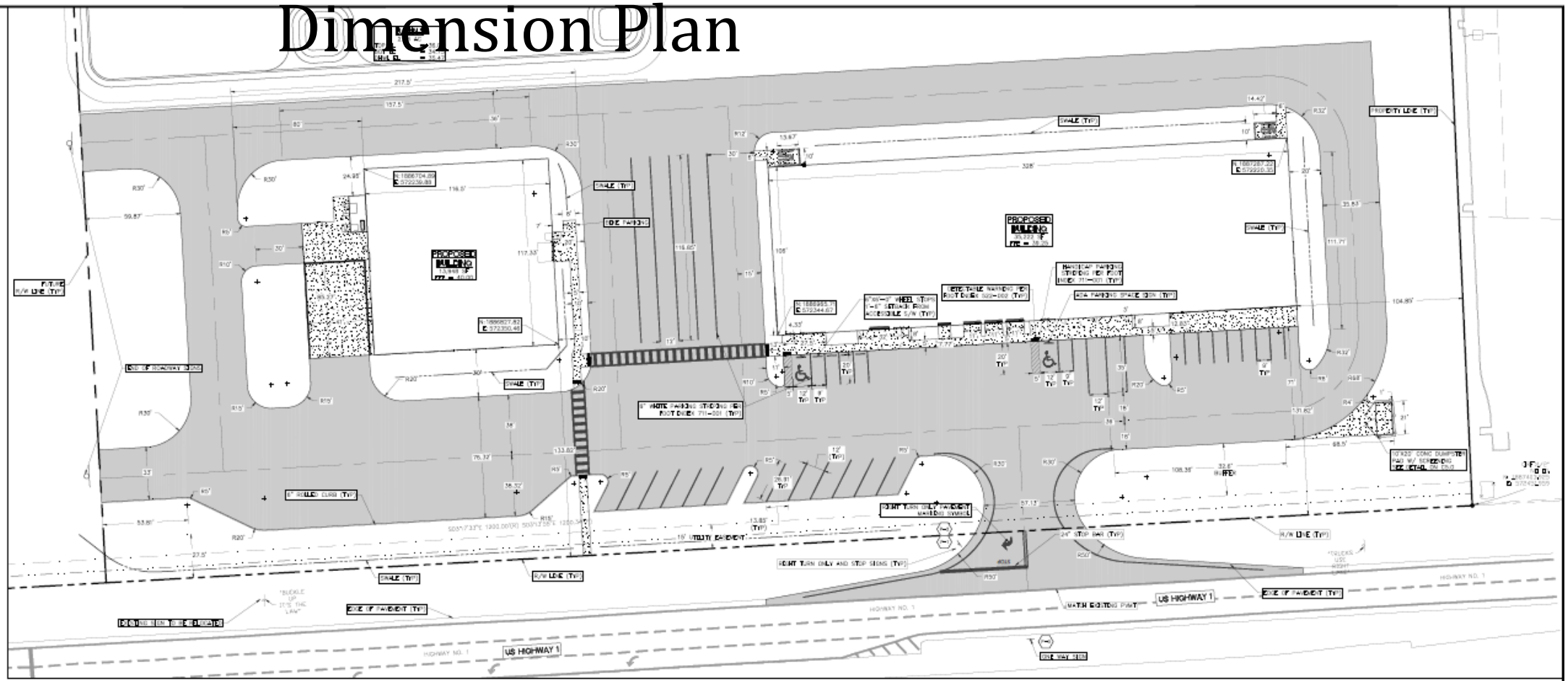
CLIENT: U-HAUL COMPANY OF FLORIDA
JACKSONVILLE, FLORIDA

PROJECT: U-HAUL STORAGE FACILITY
PHASE 1

DATE: NOVEMBER 2025
PROJECT NO: 634-23-03
SHEET NO: C2.0

PALM COAST

Dimension Plan



PROPOSED SIGNS

ID	DESCRIPTION	COLOR	MUTCD	SIZE	SIGN
S	STOP	RED	R1-1	30" X 30" OCTAGON	STOP
R	RIGHT TURN ONLY	NOTE	R3-5	30" X 36"	ONLY
O	ONE WAY	NOTE	R5-1	54" X 18"	ONE WAY

DIMENSION NOTES:

1. BOUNDARY INFORMATION SHOWN IS BASED ON THE PROJECT TOPOGRAPHIC SURVEY CONDUCTED BY DEVEN LAND SURVEYING ON 1/25/2024.
2. CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE PROJECT SURVEY AND DESIGN DRAWINGS, AND SHALL VERIFY EXISTING SITE CONDITIONS. ANY APPARENT DISCREPANCIES OR ADDITIONAL PERTINENT INFORMATION SHALL BE BROUGHT TO THE PROJECT ENGINEER'S ATTENTION IMMEDIATELY.
3. ALL STRIPING SHALL CONFORM TO FDOT STANDARD INDEX 711-002.
4. ALL SIGNAGE TO BE INSTALLED SHALL CONFORM TO MUTCD REQUIREMENTS, 2009 VERSION W/ REV. NO. 1&2, INCORPORATED 2012.
5. STRIPING WITHIN THE U.S. 1 R/W SHALL BE THERMOPLASTIC.
6. ALL HOT ACTIVITIES SHALL CONFORM TO FDOT STD INDEX 102-601 AND INDEX 102-602.
7. PARKING REQUIRED:
   A. PARKING REQUIRED:
      1. MINI-WAREHOUSE: 2 SP/100 UNITS AND A MIN OF 4 VEHICLE/BOAT STORAGE SPACES
      2. UNITS PROPOSED: 550
      3. TOTAL SPACES REQUIRED: TOTAL SPACES REQUIRED: 550 X 2 SP/100 UNITS = 19
         CAR PARKING SPACES: 4 VEHICLE/BOAT STORAGE SPACES, AND 1 ADA SPACE
   B. PARKING PROVIDED: 29 CAR PARKING SPACES, 3 LARGE CAR SPACES, 4 VEHICLE/BOAT STORAGE SPACES, AND 2 ADA SPACES
8. SETBACKS - STANDARD:
   A. PER CITY OF PALM COAST, FL UNIFIED LAND DEVELOPMENT CODE (ED. 3.03), THE MINIMUM YARD REQUIREMENTS ARE AS FOLLOWS:
      1. FRONT YARD = 25 FT
      2. SIDE YARD = 10 FT.
      3. REAR YARD = 10 FT.

LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED CENTERLINE

N

30 15 0 30 60 90

SCALE 1" = 30'

REVISIONS

NO.	DATE	DESCRIPTION	DRAWN	APPR.
1	2025-09-29	CITY OF PALM COAST - SUBMITTAL #2		
2	2025-11-14	CITY OF PALM COAST - SUBMITTAL #4		

ENGINEER OF RECORD: JAMES LEE JONES II, P.E. FLORIDA LICENSE NO. 98521

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No. 98521 11/14/2025 STATE OF FLORIDA

JBPro CIVIL ENGINEERING | LAND PLANNING SURVEYING | CONSTRUCTION SERVICES

3530 NW 43rd Street | Gainesville, Florida 32606
4420 US-1 S, Suite 1 | St. Augustine, Florida 32086
Gainesville: (352) 379-6999 | St. Augustine: (904) 799-6999
Toll Free: (844) Go-JBPro | E-mail: contact@jbpro.com

SHEET TITLE: DIMENSION PLAN

DATE: NOVEMBER 2025

PROJECT NO: 634-23-03

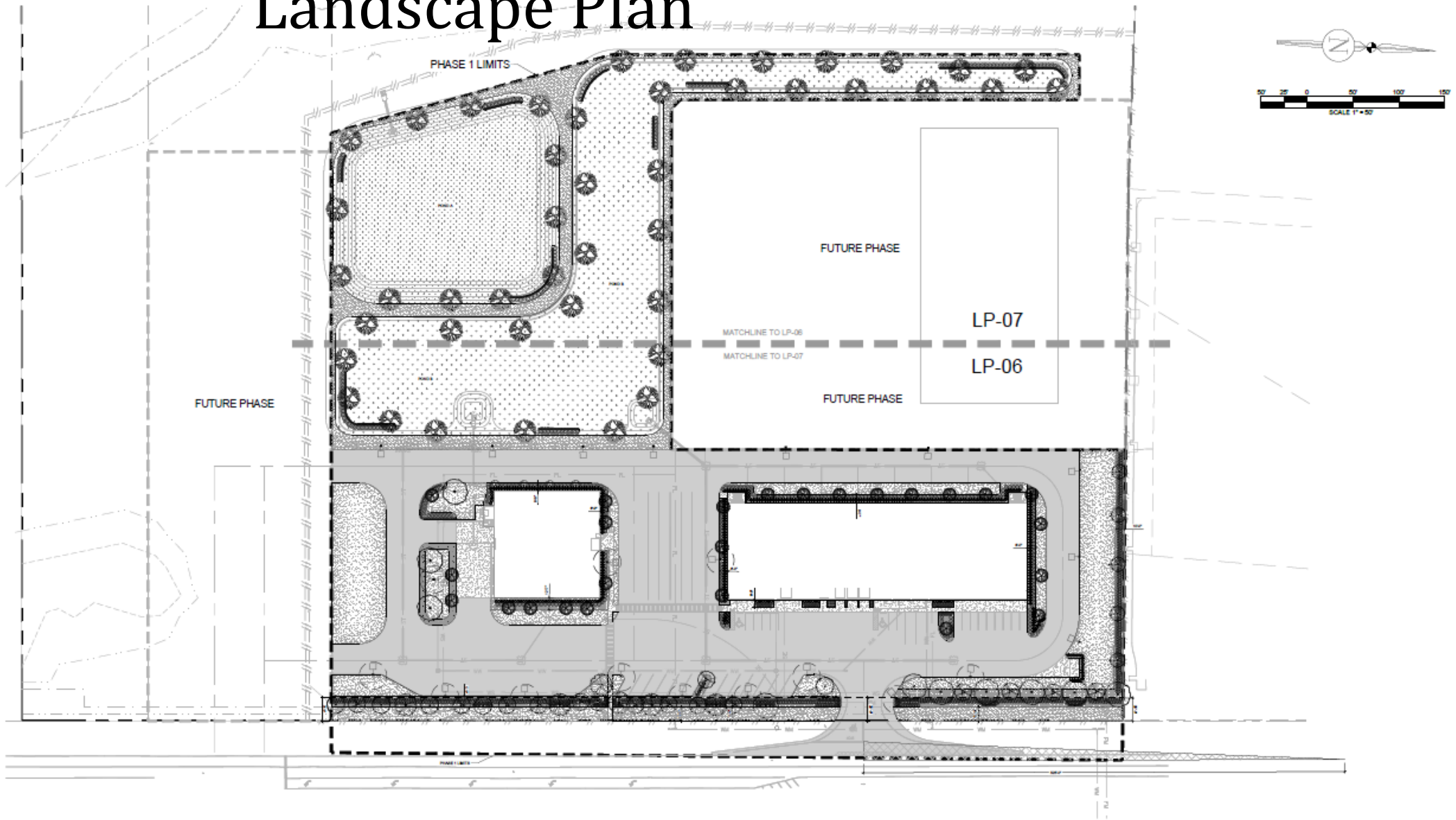
CLIENT: U-HAUL COMPANY OF FLORIDA, JACKSONVILLE, FLORIDA

PROJECT: U-HAUL STORAGE FACILITY, PHASE 1

SHEET NO: C2.1

PALM COAST

Landscape Plan



SEE PLANTING SCHEDULE ON SHEET LP-07

REVISIONS

NO	DATE	DESCRIPTION	DRWN	APPR
1	2025/05/22	PBR CITY COMMENTS	JPS	MJH
2	2025/12/08	PBR CITY COMMENTS	JPS	MJH

LANDSCAPE ARCHITECT OF RECORD: MICHAEL J. HAKE, RLA
FLORIDA LICENSE NO. LA2222

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MICHAEL HAKE, RLA ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REGISTERED LANDSCAPE ARCHITECT MICHAEL JAMES HAKE LA2222 STATE OF FLORIDA

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4420 US-1 S, Suite 1 | St. Augustine, Florida 32086
Gainesville: (352) 376-6999 | St. Augustine: (904) 799-6999
Toll Free: (844) Go-JBPro | Email: contact@jbpro.com

SHEET TITLE: OVERALL LANDSCAPE PLAN

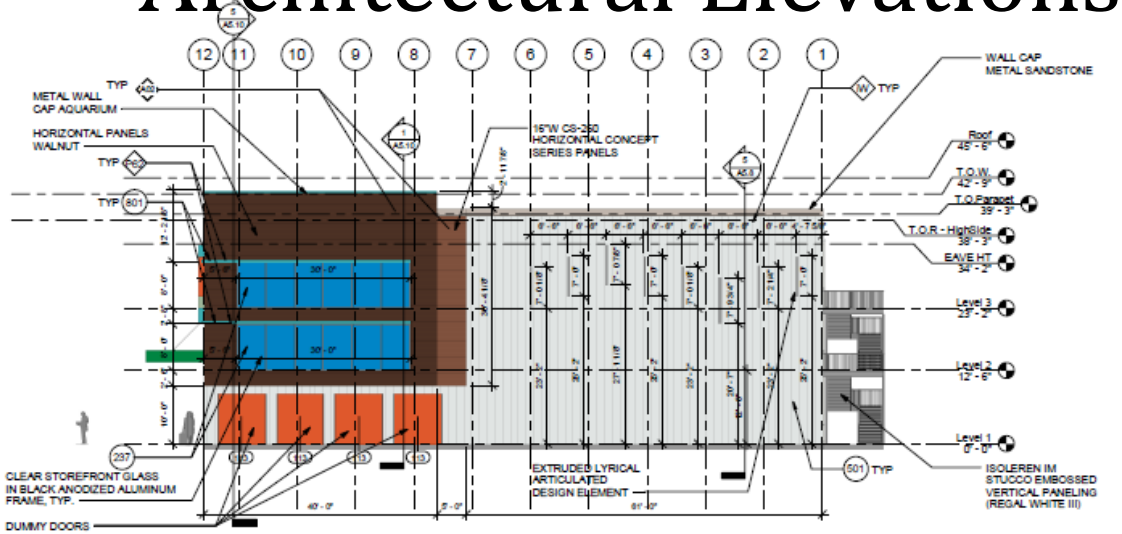
DATE: DECEMBER 2025
PROJECT NO: 634-23-03
SHEET NO: LP-05

CLIENT: U-HAUL COMPANY OF FLORIDA
JACKSONVILLE, FLORIDA

PROJECT: U-HAUL STORAGE FACILITY

PALM COAST

Architectural Elevations



1 NORTH ELEVATION

SCALE: 3/32" = 1'-0"

55.	LOW EAVE DRIP EDGE TRIM
57.	DOUBLE LOCKING STANDING SEAM ROOF
66.	ROOF LINE, FLOOR, WALL BEYOND
71.	ROOF SCUPPER
106.	PAINTED STEEL HANDRAIL - BY CONTRACTOR
110.	SIDE-HINGED H.M. DOOR - SEE DOOR SCHEDULE
111.	SECTIONAL / AUTOMATIC DOOR
112.	SECTIONAL OVERHEAD DOOR - SEE DOOR SCHEDULE
113.	FAUX ROLL-UP DOORS
117.	EXTERIOR APPLIED IMAGING: ADDITIONAL SUB FRAMING MAY BE REQUIRED. COORDINATE WITH UHI DESIGN DRAWINGS (DSD) AND OWNER'S REPRESENTATIVE.
211.	WALL-MOUNTED LIGHT FIXTURE - SEE ELECTRICAL
237.	STOREFRONT GLAZING - SEE WINDOW TYPE SCHEDULE
260.	KELLY DOCK LEVELER
500.	HORIZONTAL SINGLE SKIN METAL PANEL OVER IMP
501.	VERTICAL INSULATED METAL PANEL (IMP)
502.	HORIZONTAL INSULATED METAL PANEL (IMP)
801.	METAL EYEBROW AT WINDOW HEAD
802.	6" H METAL TRIM
803.	12" H METAL TRIM
804.	6"D METAL ACCENT FIN
805.	MODULAR CANOPY

KEY NOTES

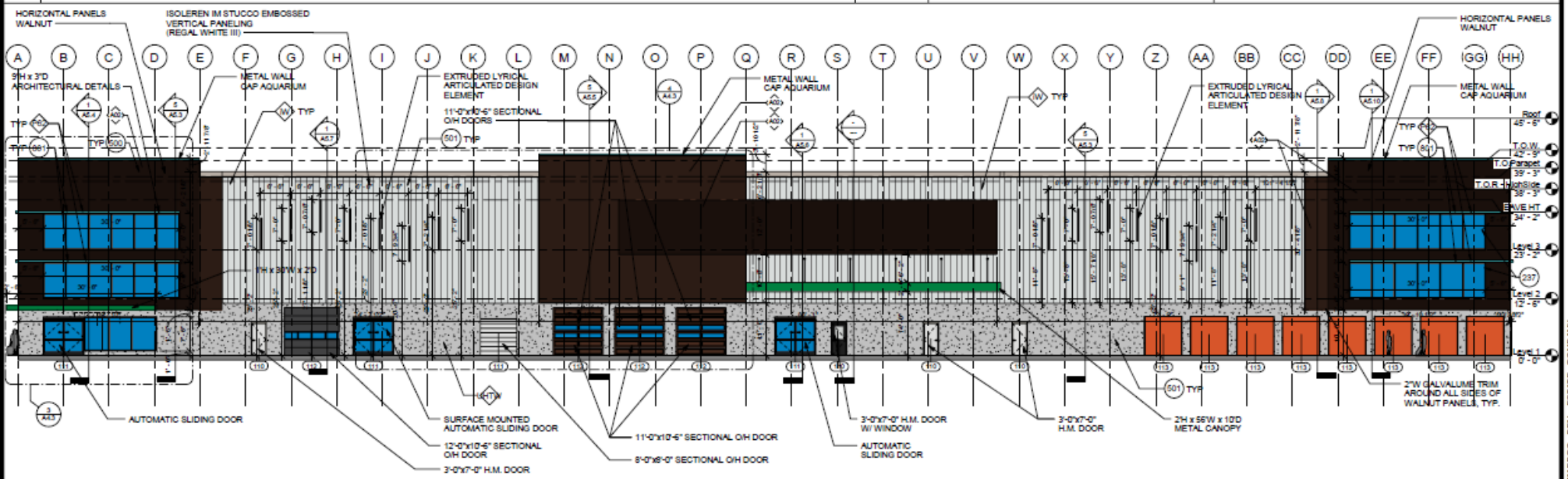
SW 6451	SHERWIN WILLIAMS 6451 - NURTURE GREEN
SW 6767	SHERWIN WILLIAMS 6767 - AQUARIUM
SW 6884	SHERWIN WILLIAMS 6884 - OBSTATINATE ORANGE
KS	KINGSPAN - IMPERIAL WHITE
KS	KINGSPAN - NATURAL CHOICE
KS	KINGSPAN - SURREY BEIGE
KS	KINGSPAN - TAUPE STONE
KS	KINGSPAN - REGAL WHITE III
KS	KINGSPAN - RELEAXED KHAKI
MCBI	MCBI - U-HAUL GREEN
MCBI	MCBI - U-HAUL SIERRA TAN
MCBI	MCBI - U-HAUL SIERRA SUNSET
MCBI	MCBI - U-HAUL GALVALUME
TILT	TILT-WALL - LIGHT BROOM FINISH
A02	A02 ATAS - WOODLAND SERIES WALNUT

NOTE: REFER TO UHI DESIGN DRAWING (DSD) FOR ADDITIONAL INFORMATION.

ALL MATERIAL/COLOR CHANGES NEED TO START AND STOP AT PANEL JOINTS. REVIEW WITH U-HAUL PERSONNEL PRIOR TO ORDERING/INSTALLATION.

COORDINATE PANEL JOINTS WITH SPECIFIC PANEL MANUFACTURERS DETAILS.

COLOR LEGEND



4 EAST ELEVATION

SCALE: 3/32" = 1'-0"

SHEET NOTES:

REVISIONS:

NO.	DATE	INITIALS	DESCRIPTION
1	12.03.24	JNT	ADDRESS UPDATE

PROFESSIONAL SEAL:

ARCHITECT LOGO:

AMERCO REAL ESTATE COMPANY

CONSTRUCTION DEPARTMENT
2727 NORTH CENTRAL AVENUE
PHOENIX, ARIZONA 85004
PH: (602) 263-6602

SITE ADDRESS:
U-HAUL MOVING & STORAGE - PALM COAST
4300 US HWY 1 N
Bunnell, FL 32110

SHEET CONTENTS:
BUILDING ELEVATIONS

829076

DRAWN: APF
CHECKED: JNT
DATE: 01.24.2024

A4.1

829076 - BLDG A

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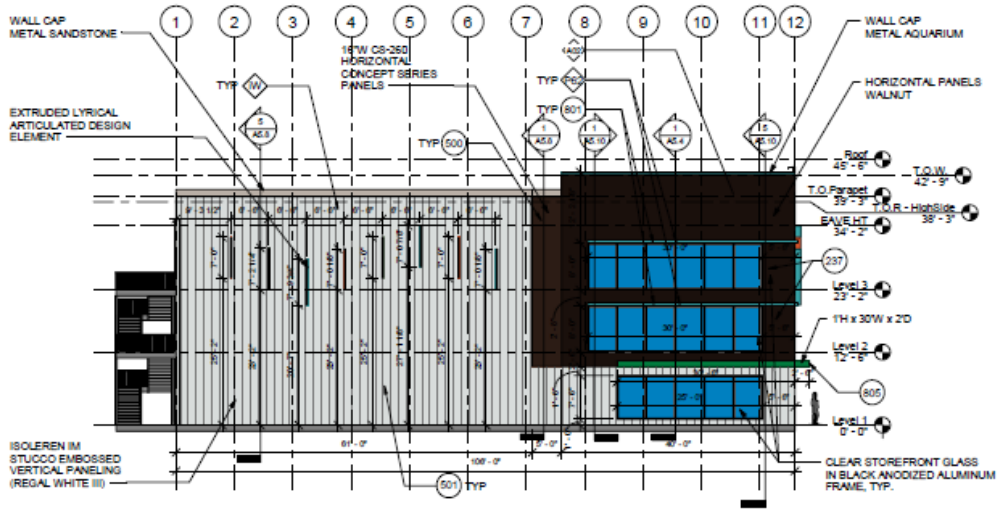
PALM COAST

Architectural Elevations



2 SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

KEY NOTES

55. LOW EAVE DRIP EDGE TRIM
57. DOUBLE LOCKING STANDING SEAM ROOF
66. ROOF LINE, FLOOR, WALL BEYOND
71. ROOF SCUPPER
106. PAINTED STEEL HANDRAIL - BY CONTRACTOR
110. SIDE-HINGED H.M. DOOR - SEE DOOR SCHEDULE
111. SECTIONAL / AUTOMATIC DOOR
112. SECTIONAL OVERHEAD DOOR - SEE DOOR SCHEDULE
113. FAUX ROLL-UP DOORS
117. EXTERIOR APPLIED IMAGING: ADDITIONAL SUB FRAMING MAY BE REQUIRED. COORDINATE WITH UHI DESIGN DRAWINGS (DSD) AND OWNER'S REPRESENTATIVE.
211. WALL-MOUNTED LIGHT FIXTURE - SEE ELECTRICAL
237. STOREFRONT GLAZING - SEE WINDOW TYPE SCHEDULE
260. KELLY DOCK LEVELER
500. HORIZONTAL SINGLE SKIN METAL PANEL OVER IMP
501. VERTICAL INSULATED METAL PANEL (IMP)
502. HORIZONTAL INSULATED METAL PANEL (IMP)
801. METAL EYEBROW AT WINDOW HEAD
802. 6" H METAL TRIM
803. 12" H METAL TRIM
804. 6"D METAL ACCENT FIN
805. MODULAR CANOPY

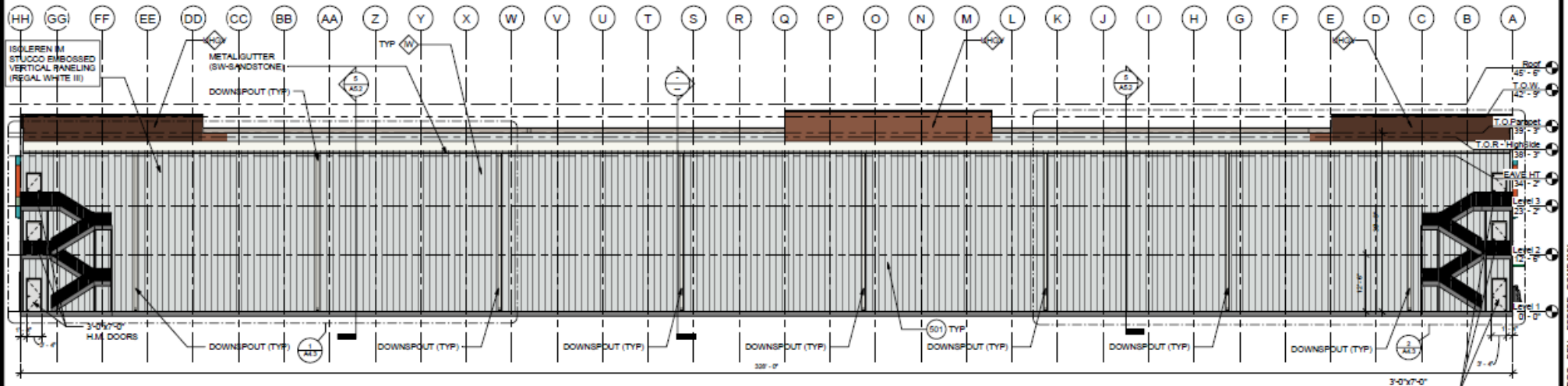
COLOR LEGEND

- SW1 SHERWIN WILLIAMS 6451 - NURTURE GREEN
- SW2 SHERWIN WILLIAMS 6757 - AQUARIUM
- SW3 SHERWIN WILLIAMS 6884 - OBSTATINATE ORANGE
- KS1 KINGSPAN - IMPERIAL WHITE
- KS2 KINGSPAN - NATURAL CHOICE
- KS3 KINGSPAN - SURREY BEIGE
- KS4 KINGSPAN - TAUPE STONE
- KS5 KINGSPAN - REGAL WHITE III
- KS6 KINGSPAN - RELAXED KHAKI
- MCBI MCBI - U-HAUL GREEN
- MCBI MCBI - U-HAUL SIERRA TAN
- MCBI MCBI - U-HAUL SIERRA SUNSET
- MCBI MCBI - U-HAUL GALVALUME
- MTW TILT-WALL - LIGHT BROOM FINISH

NOTE: REFER TO UHI DESIGN DRAWING (DSD) FOR ADDITIONAL INFORMATION.

ALL MATERIAL/COLOR CHANGES NEED TO START AND STOP AT PANEL JOINTS. REVIEW WITH U-HAUL PERSONNEL PRIOR TO ORDERING/INSTALLATION.

COORDINATE PANEL JOINTS WITH SPECIFIC PANEL MANUFACTURERS DETAILS.



4 WEST ELEVATION

SCALE: 3/32" = 1'-0"

SHEET NOTES:

REVISIONS:

NO.	DATE	INITIALS	NOTES
1	12.03.24	JNT	ADDRESS UPDATE

PROFESSIONAL SEAL:

ARCHITECT LOGO:

AMERCO REAL ESTATE COMPANY

CONSTRUCTION DEPARTMENT
2727 NORTH CENTRAL AVENUE
PHOENIX, ARIZONA 85004
PH: (602) 263 - 6602

SITE ADDRESS:
U-HAUL MOVING & STORAGE - PALM COAST
4355 US HWY 1 N
Bunnell, FL 32110

SHEET CONTENTS:
BUILDING ELEVATIONS

829076

DRAWN: APF
CHECKED: JNT
DATE: 01.24.2024

A4.2

829076 - BLDG. A

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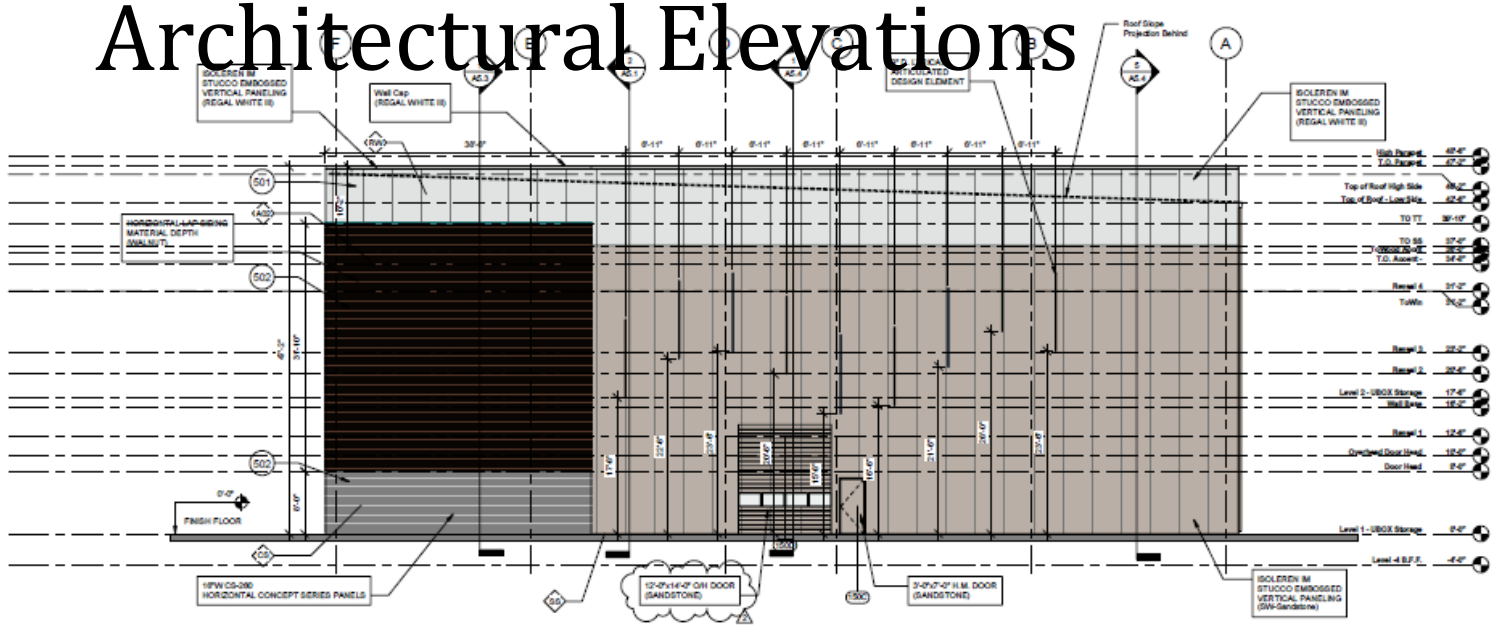
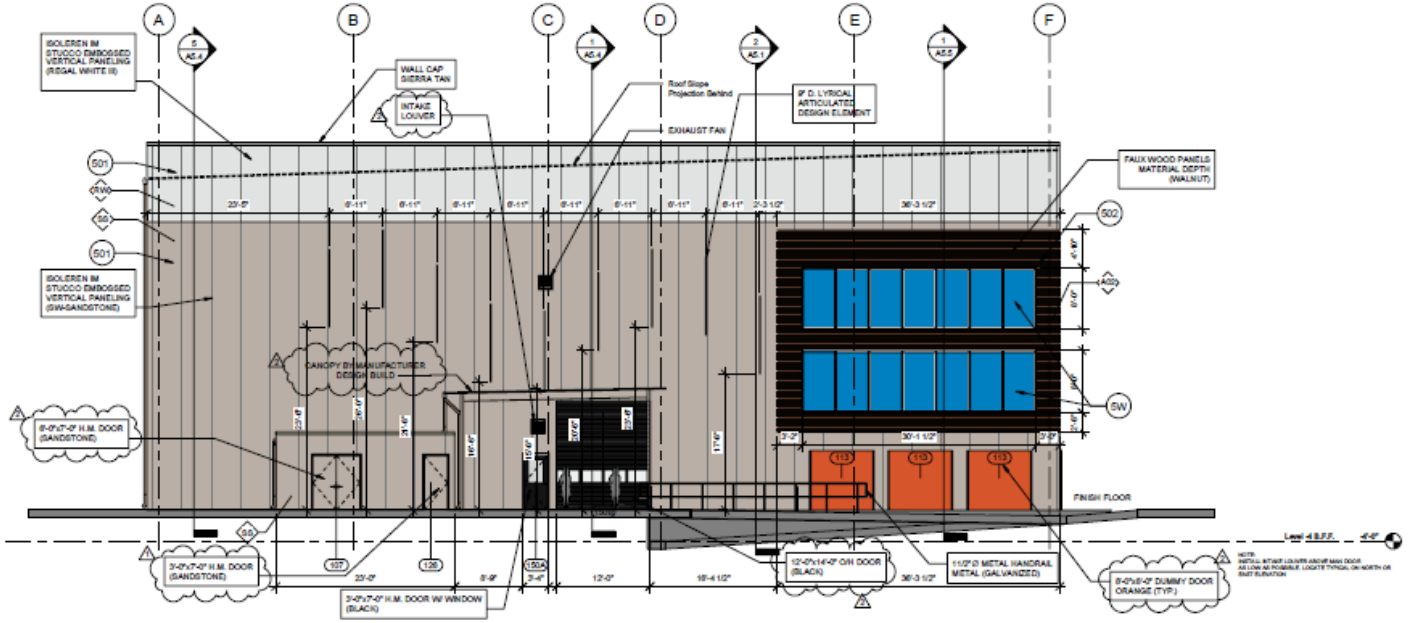
PALM COAST

Architectural Elevations



1 BUILDING - B / NORTH ELEVATION

SCALE: 1/8" = 1'-0"



2 BUILDING - B / SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

55. LOW EAVE DRIP EDGE TRIM
57. DOUBLE LOCKING STANDING SEAM ROOF
66. ROOF LINE, FLOOR, WALL BEYOND
71. ROOF SCUPPER
106. PAINTED STEEL HANDRAIL - BY CONTRACTOR
110. SIDE-HINGED H.M. DOOR - SEE DOOR SCHEDULE
111. SECTIONAL / AUTOMATIC DOOR
112. SECTIONAL OVERHEAD DOOR - SEE DOOR SCHEDULE
113. FAUX ROLL-UP DOORS
117. EXTERIOR APPLIED IMAGING: ADDITIONAL SUB FRAMING MAY BE REQUIRED. COORDINATE WITH UHI DESIGN DRAWINGS (DSD) AND OWNER'S REPRESENTATIVE.
211. WALL-MOUNTED LIGHT FIXTURE - SEE ELECTRICAL
237. STOREFRONT GLAZING - SEE WINDOW TYPE SCHEDULE
260. KELLY DOCK LEVELER
500. HORIZONTAL SINGLE SKIN METAL PANEL OVER IMP
501. VERTICAL INSULATED METAL PANEL (IMP)
502. HORIZONTAL INSULATED METAL PANEL (IMP)
601. METAL EYEBROW AT WINDOW HEAD
602. 6" H METAL TRIM
603. 12" H METAL TRIM
604. 6"D METAL ACCENT FIN
605. MODULAR CANOPY

SW SHERWIN WILLIAMS 6451 - NURTURE GREEN
SW SHERWIN WILLIAMS 6767 - AQUARIUM
SW SHERWIN WILLIAMS 6884 - OBSTATINATE ORANGE
KS KINGSPAN - IMPERIAL WHITE
KS KINGSPAN - NATURAL CHOICE
KS KINGSPAN - SURREY BEIGE
KS KINGSPAN - SANDSTONE
KS KINGSPAN - TAUPE STONE
KS KINGSPAN - REGAL WHITE III
KS KINGSPAN - RELEAXED KHAKI
CS CS-200 - CENTRIA PANELS
AGS AGS ATAS - WOODLAND SERIES WALNUT
MCBI MCBI - U-HAUL GREEN
MCBI MCBI - U-HAUL SIERRA TAN
MCBI MCBI - U-HAUL SIERRA SUNSET
MCBI MCBI - U-HAUL GALVALUME
LIGHTER TILT-WALL - LIGHT BROOM FINISH

NOTE: REFER TO UHI DESIGN DRAWING (DSD) FOR ADDITIONAL INFORMATION.

ALL MATERIAL/COLOR CHANGES NEED TO START AND STOP AT PANEL JOINTS. REVIEW WITH U-HAUL PERSONNEL PRIOR TO ORDERING/INSTALLATION.

COORDINATE PANEL JOINTS WITH SPECIFIC PANEL MANUFACTURERS DETAILS.

SHEET NOTES:

REVISIONS:

NO.	DATE	ISSUES
1	10/04/2024	PERMIT SET
2	12/19/2024	PERMIT SET

PROFESSIONAL SEAL:

ARCHITECT LOGO:

AMERCO REAL ESTATE COMPANY

CONSTRUCTION DEPARTMENT 2727 NORTH CENTRAL AVENUE PHOENIX, ARIZONA 85004 PH:(602) 263-6502

SITE ADDRESS:
U-HAUL MOVING & STORAGE - Palm Coast
4347 US HWY 1 N
Bunnell, FL 32110

SHEET CONTENTS:
BUILDING ELEVATIONS

829076

DRAWN: APF
CHECKED: JNT
DATE: 01.24.2024

A4.1

829076 - BLDG B

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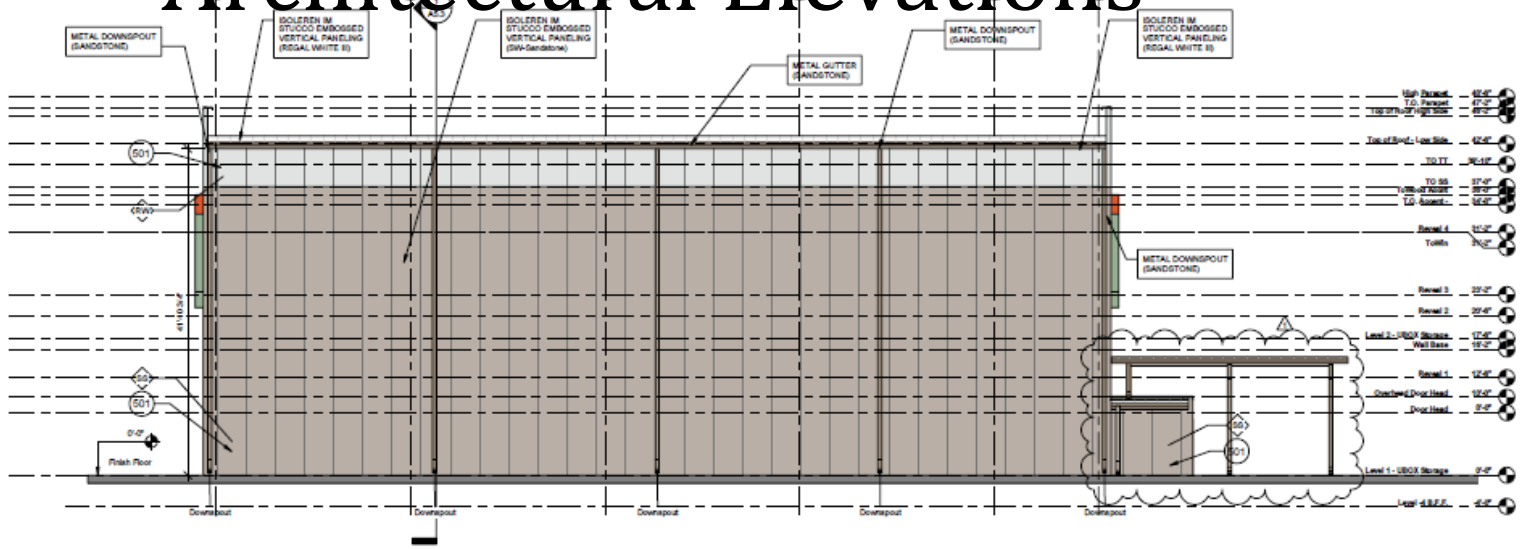
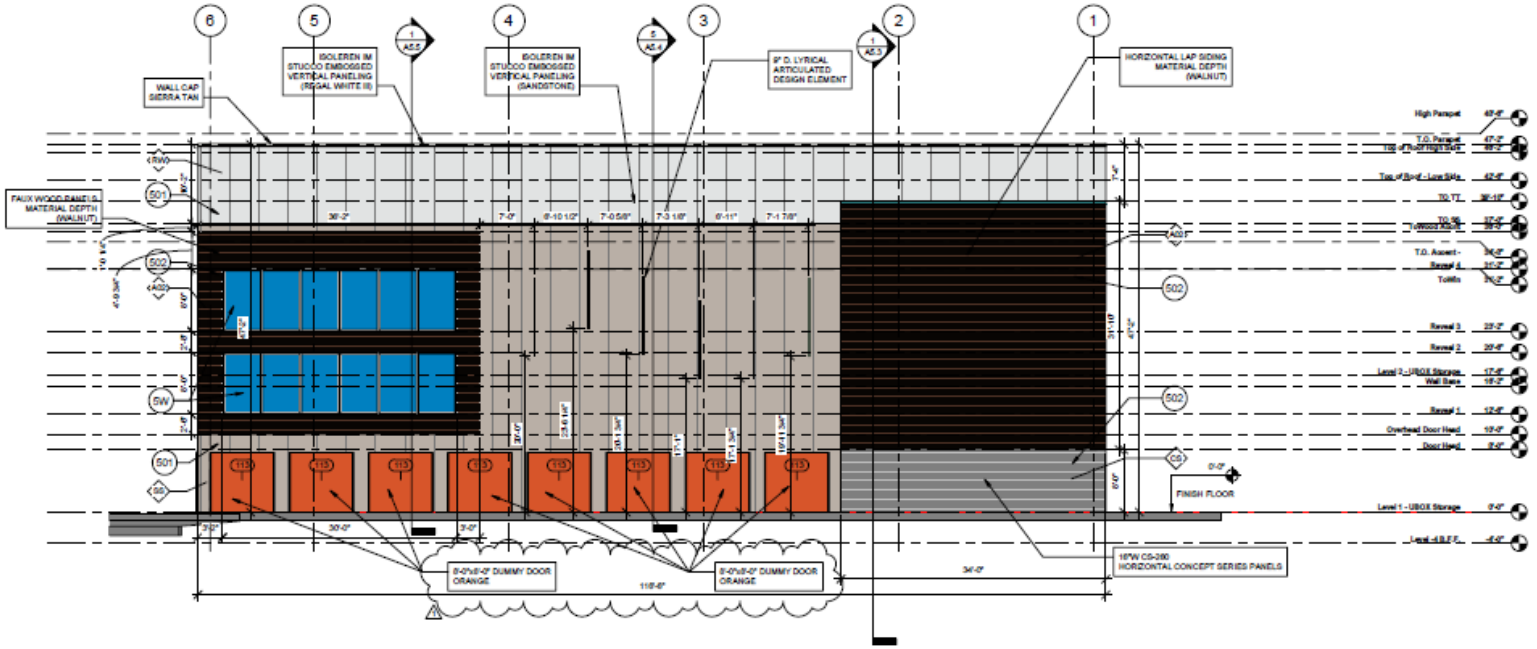
PALM COAST

Architectural Elevations



1 BUILDING - B / WEST ELEVATION

SCALE: 1/8" = 1'-0"



2 BUILDING - B / EAST ELEVATION

SCALE: 1/8" = 1'-0"

55. LOW EAVE DRIP EDGE TRIM
57. DOUBLE LOCKING STANDING SEAM ROOF
66. ROOF LINE, FLOOR, WALL BEYOND
71. ROOF SCUPPER
106. PAINTED STEEL HANDRAIL - BY CONTRACTOR
110. SIDE-HINGED H.M. DOOR - SEE DOOR SCHEDULE
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MG MCDI - U-HAUL GREEN
MS MCDI - U-HAUL SIERRA TAN
MSG MCDI - U-HAUL SIERRA SUNSET
MG MCDI - U-HAUL GALVALUME
CONCRETE TILT-WALL - LIGHT BROOM FINISH

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ALL MATERIAL/COLOR CHANGES NEED TO START AND STOP AT PANEL JOINTS. REVIEW WITH U-HAUL PERSONNEL PRIOR TO ORDERING/INSTALLATION.

COORDINATE PANEL JOINTS WITH SPECIFIC PANEL MANUFACTURERS DETAILS.

SHEET NOTES:

REVISIONS:

NO	DATE	DETAILS	ADDRESS	UPDATE
1	12/13/2024	JNT		

PROFESSIONAL SEAL:

ARCHITECT LOGO:

AMERCO REAL ESTATE COMPANY

CONSTRUCTION DEPARTMENT 2727 NORTH CENTRAL AVENUE PHOENIX, ARIZONA 85004 PH:(602) 263-6502

SITE ADDRESS:
U-HAUL MOVING & STORAGE - Palm Coast
4347 US HWY 1 N
Bunnell, FL 32110

SHEET CONTENTS:
BUILDING ELEVATIONS

829076

DRAWN: APF
CHECKED: JNT
DATE: 01.24.2024

A4.2

829076 - BLDG. B

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PALM COAST

Site Development Requirements

Criteria	Required	Provided
Minimum Development Site Area	30,000 sq. ft.	**±298,963 sq. ft.**
Maximum Impervious Surface Ratio	0.70	**±0.64**
Maximum Floor Area Ratio	0.50	**±0.16**
Maximum Building Height	75 feet	**±46.17 feet**
Minimum Building Setbacks	Arterial/Collector: 25 ft Interior Side/Rear: 10 ft Local Road[1]: 20 feet	**±131.82 feet** **±104.85 feet** **±176.86 feet**
Minimum Parking[2]: 2:100 Units, plus 4 recreational vehicle/boat spaces.	19 spaces including 1 accessible space, 4 recreational vehicle/boat spaces	**32 spaces including 2 accessible spaces, 4 recreational vehicle/boat spaces**

Five Review Criteria from Sec. 2.05.05 of LDC

A. *The proposed development must not be in conflict with or contrary to the public interest.*
B. *The proposed development must be consistent with the provisions of the Land Development Code and the Comprehensive Plan.*
C. *The proposed development must not impose a significant financial liability or hardship for the City.*
D. *The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants.*
E. *The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes.*

Summary of Findings

Staff finds that the proposed development complies with the requirements of the Land Development Code, and Comprehensive Plan. It further meets the review criteria for technical site plans found under LDC Sec. 2.05.05.

PALM COAST

Planning and Land Development Regulation Board

This item was heard by the Planning and Land Development Regulation Board at their meeting on March 18th, 2026. There was no public participation regarding the project, and the Planning and Land Development Board unanimously recommended approval of the project.

Recommendation

The Planning and Land Development Regulation Board (PLDRB) found the project in compliance with Land Development Code, and the Comprehensive Plan and recommended approval of the Technical Site Plan – Tier 3 U-Haul Storage Facility - Palm Coast, Application No. 5979 to the City Council.

The applicant is in attendance.

RESOLUTION 2026-____
U-HAUL STORAGE FACILITY - PALM COAST
TECHNICAL SITE PLAN - TIER 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING APPLICATION #5979 U-HAUL STORAGE FACILITY - PALM COAST TECHNICAL SITE PLAN - TIER 3; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 24, 2024, Application No. 5979, (hereinafter "the application") was submitted by JBrown Professional Group Inc. to the City of Palm Coast Community Development Department for approval of a Technical Site Plan - Tier 3 for a self-storage facility with 950 units on ±30.02 acres of land generally located West side of US Highway 1 at its intersection with Whiteview Parkway; and

WHEREAS, the City staff has reviewed the development proposal and has determined that it is in accordance with the codes, ordinances and land development regulations of the City; and

WHEREAS, the Planning and Land Development Regulation Board held a public hearing on the application at a meeting on March 18, 2026, and determined it was in compliance with the Comprehensive Plan, the Land Development Code, and recommended approval to the City Council by a 5 - 0 vote; and

WHEREAS, the City of Palm Coast desires to approve Application Number 5979 – Technical Site Plan – Tier 3 self-storage facility.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. APPROVAL APPLICATION/FINDINGS.

(a). The City Council hereby approves the application for U-Haul Storage Facility - Palm Coast Technical Site Plan - Tier 3 for a self-storage facility with 950 units on ±30.02 acres of land generally located on the west side of US Highway 1 at its intersection with Whiteview Parkway, as attached hereto and incorporated herein by reference as Exhibit A and hereby authorizes the Mayor of the City of Palm Coast to execute the Development Order.

(b). The development approval sought under and pursuant to the application is consistent with the City of Palm Coast Comprehensive Plan and development of the property will be subject to and consistent with and in compliance with applicable land development regulations and all other applicable regulations and ordinances as set forth in the *Code of Ordinances of the City of Palm Coast*.

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 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 21st day of April 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”: U-Haul Storage Facility Technical Site Plan Tier 3

Prepared By:
Community Development Department
City of Palm Coast
160 Lake Avenue, Suite 135
Palm Coast, FL 32164

Reserved for Recording Information:

Return To:
City Clerk
City of Palm Coast
160 Lake Avenue, Suite 225
Palm Coast, FL 32164

CITY OF PALM COAST

TECHNICAL SITE PLAN TIER 3

DEVELOPMENT ORDER APPROVAL

U-HAUL STORAGE FACILITY-PALM COAST

On April 21, 2026, the City of Palm Coast issued this Development Order relating to and touching and concerning the following described property:

A PARCEL OF LAND LYING WEST OF U.S. HIGHWAY NO. 1 IN GOVERNMENT SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA.

(The afore described property description has been provided to the City of Palm Coast by the owner of the afore described property.)

FINDINGS OF FACT

Property Owner: **U-HAUL CO OF FLORIDA**
2727 N CENTRAL AVE
PHOENIX, AZ 85004

Project Name: **U-HAUL STORAGE FACILITY-PALM COAST**
Project No.: **2024090157**
Application Type: **TECHNICAL SITE PLAN TIER 3**
Application No. **5979**

Requested Development Approval: **Site Plan Approval for Self Storage**
(in accordance with stamped approved plans)

Zoning Classification: COM-3 and PRS

FLUM: Mixed Use

Parcel #: 27-11-30-0000-01010-0010

Address #: 4375 N US Hwy 1

Parcel Acreage: 30.02

Parcel Square Footage: 451,397.25

SITE DEVELOPMENT DATA

Building Use: Self Storage

Bldg A Height: 45.5'

Bldg B Height: 46.17'

Total Bldg Square Footage (Gross Floor Area): 119,614

Number of Bldgs: 2

Bldgs Numbers:	S.F. per Bldg:	Units per Bldg:
Building A	35,222 x 3 = 105,666 (3Story)	950
Building B	13,948 (1Story)	0

Parking Provided: Standard Spaces: 29 ;Large Parking Spaces: 3 ;Accessible Spaces: 2

Vehicle Storage Space: 5,608

Bicycle Parking Spaces: 2

Impervious Surface Ratio (ISR):40.82%

Floor Area Ratio (FAR): 16%

Pervious/Open Space: 59.18%

CONCLUSIONS OF LAW

The Development Approval sought is consistent with the *City of Palm Coast Comprehensive Plan* and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances as set forth in the Code of Ordinances of the City of Palm Coast.

The Owners have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow, and perpetually burden the afore described property.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The afore mentioned application for Development Approval is **GRANTED**.

(2) All development of the property shall fully comply with all of the codes and ordinances in effect in the City of Palm Coast at the time of issuance of a development order and/or development permit, including but not limited to, all impact fee ordinances.

(3) Issuance of a Development Permit or Development Order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

(4) This Development Order touches and concerns the afore described property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or in part by action of the City of Palm Coast by virtue of a document of equal dignity herewith. The Owners have expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Development Order shall be found to be invalid or illegal then the entire Development Order shall be null and void.

(6) The Development Order shall remain valid for a period of twelve (12) months from the date of issuance. If construction has not commenced or is not continuing in good faith to conclusion during this valid period, this Development Order will expire. The Development Order may be extended, upon request, during the period of three (3) months before the expiration of the valid period. Staff may approve an extension not to exceed twelve (12) months. A maximum of three (3) extensions may be granted.

(7) No construction of any TYPE shall commence until a mandatory pre-construction meeting has been conducted with City Staff.

(8) Utility fees and applicable agreements shall be executed prior to issuance of a Site Development permit.

(9) All required federal, state, county, and/or local permits shall be acquired prior to construction.

(10) All projects located in Special Flood Hazard Area “A” or “AE” zone(s) shall meet Chapter 10.02, Unified Land Development Code and Chapter 15, Code of Ordinances regarding Flood Damage Protection regulations. These building(s) and associated utilities will require elevation certificates at all three stages (construction drawing, building under construction and final construction) at building permit.

(10) This Development Order satisfies the concurrency requirements for transportation, parks & recreation and fire. This Development Order is limited to the land uses and associated development as listed below:

Description: Self Storage; Gross Floor: 119,614

Description: Self Storage; RV Storage: 5,608

Concurrency shall remain valid with the life of this Development Order.

Done and Ordered on the date first written above.

As approved and authorized for execution by the City Council of the City of Palm Coast, at their regularly scheduled meeting of April 21, 2026.

Attest: **City of Palm Coast, Florida**

_____ _____

Kaley Cook, CMC, FCRM, City Clerk Michael Norris, Mayor

_____Sign and Record

Development Order Affidavit

OWNER'S CONSENT AND COVENANT:

Project Name: U-HAUL STORAGE FACILITY-PALM COAST
Application Type: TECHNICAL SITE PLAN TIER 3
Application No.: 5979

COMES NOW, U-HAUL CO OF FLORIDA , the Owner on behalf of itself and its successors, assigns and transferees of any nature, whatsoever, and consents to and agrees with the covenants to perform and fully abide by the provisions, terms, and conditions, and commitments set forth in this Development Order. Affiant states that he/she accepts the findings, as outlined in this Development Order, and further states that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing the said Development Order for U-HAUL STORAGE FACILITY-PALM COAST:

U-HAUL CO OF FLORIDA
2727 N CENTRAL AVE
PHOENIX, AZ 85004

_____

Authorized Signer

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of _ physical presence or _ online notarization, this _____ day of _____, 2026, by _____ of U-HAUL CO OF FLORIDA who is personally known to me or has produced _____ (type of identification) as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2026.

_____

Notary Public

COMMUNITY DEVELOPMENT DEPARTMENT
TECHNICAL SITE PLAN - TIER 3
STAFF REPORT FOR APRIL 21, 2026
CITY COUNCIL

OVERVIEW

Project Name:	U-Haul Storage Facility - Palm Coast
Application Number:	AR # 5979
Property Owner:	U-Haul Co. of Florida
Applicant:	Jimmy Jones III, P.E., JBrown Professional Group Inc.
Size of subject property:	±30.02 acres
Location:	West side of US Highway 1 at its intersection with Whiteview Parkway
Address:	4355 US HWY 1 N, Bunnell, Florida 32110
Current FLUM designation:	Mixed Use, Conservation
Current Zoning designation:	High Intensity Commercial (COM-3), Preservation (PRS)
Current Use:	Vacant
Parcel ID #:	27-11-30-0000-01010-0010

REQUESTED ACTION

The Planning and Land Development Regulation Board (PLDRB) found the project in compliance with Land Development Code, and the Comprehensive Plan and recommended approval of the Technical Site Plan – Tier 3 U-Haul Storage Facility - Palm Coast, Application No. 5979 to the City Council.

BACKGROUND/SITE HISTORY

The applicant has submitted a Technical Site Plan Tier 3 application for a mini-warehouse and recreational vehicle self-storage facility. The proposed facility is phased. This technical site plan application is only for phase one. Phase one includes two buildings measuring ±119,614 square feet. Building A is planned to be three stories (±45.5 feet per the submitted Architectural Elevations) and provide 950 storage units within the ±105,666-square-foot building. Building B is planned to be a one-story (±48.5 feet) warehouse style ±13,948-square-foot building with both buildings sharing a similar façade.

The applicant is planning a future phase, which will expand recreational vehicle and boat parking along with providing garage units. This can be seen on the included phasing plan but is not part of this application. The applicant is also working with City staff for a land purchase agreement for the future extension of Whiteview Parkway westward of US Highway 1 (US-1) to support the City's planned westward expansion. This purchase agreement will be seen by City Council as a separate agenda item in the near future.

LAND USE AND ZONING INFORMATION

The following table summarizes the general land use and zoning information. Please note that the bordering industrial park to the north is part of the unincorporated Flagler County, the other areas that have county zoning and FLUM designations are annexed into the City of Palm Coast but have not received a city FLUM designation or zoning district at this time.

SURROUNDING ZONING AND FLUM CATEGORIES

Direction	FLUM Category	Zoning District
North	Flagler County: Agriculture and Timberlands, Industrial	Flagler County: Agriculture and Timberlands, Industrial
East	Residential, Greenbelt	Public/Semi-Public (PSP), Multi-Family Residential (MFR-1), Duplex (DPX), Single-Family Residential (SFR-2, SFR-3)
South	Flagler County: Agriculture and Timberlands, Conservation	Flagler County: Agriculture and Timberlands
West	Flagler County: Agriculture and Timberlands, Conservation	Flagler County: Agriculture and Timberlands

SITE DEVELOPMENT REQUIREMENTS

Site development for the property must be in accordance with the requirements of the City of Palm Coast's Land Development Code, and the City's Comprehensive Plan. The following table summarizes the basic development standards and how the proposed development project complies with these standards.

SITE DEVELOPMENT REQUIREMENTS

Criteria	Required	Provided
Minimum Development Site Area	30,000 sq. ft.	±298,963 sq. ft.
Maximum Impervious Surface Ratio	0.70	±0.64
Maximum Floor Area Ratio	0.50	±0.16
Maximum Building Height	75 feet	±46.17 feet
Minimum Building Setbacks	Arterial/Collector: 25 feet Interior Side/Rear: 10 feet Local Road[1]: 20 feet	±131.82 feet ±104.85 feet ±176.86 feet
Minimum Parking[2]: 2:100 Units, plus 4 recreational vehicle/boat spaces.	19 spaces including 1 accessible space, 4 recreational vehicle/boat spaces	32 spaces including 2 accessible spaces, 4 recreational vehicle/boat spaces

[1] Currently there is no local road; however, the City is working on a right-of-way purchase agreement for the future extension of Whiteview Boulevard. Based on the project's plans, the nearest building scales to approximately 176.86 feet from where the edge of the future right-of-way is anticipated to be aligned.
[2] The Land Development Code allows for the maximum parking to be 120 percent of the required parking. The applicant's project exceeds this amount; however, they submitted a parking flexibility study demonstrating the need for the additional parking based on similar operations at other similar sites.

TECHNICAL SITE PLAN PROCESS

The Technical Site Plan review application process is specified in Chapter 2, Section 2.11 of the Unified Land Development Code (LDC). This review process is intended to ensure that site development takes place in an orderly and efficient manner through a process that provides adequate review based on the size and complexity of the proposed development. The purpose of detailed site plan review is to ensure compliance with all development regulations; therefore, the level of detail shall be that of construction plans and technical specifications. The review is based not only on conformance to Code, but also conformance with any applicable approved master plan or Special Exception. Approval of the construction plans and technical specifications represents the final development order. Therefore, approval of a Technical Site Plan Development Order authorizes an applicant to apply for a building permit.

The application incorporates a review/approval process coordinated by and through City staff, the PLDRB and City Council based upon the scale of development. As provided in Table 2-1 of Sec. 2.04 of the LDC, nonresidential projects ranging over 100,000 square feet of gross floor area are classified as Major or Tier 3 projects. The Planning and Land Development Regulation Board shall provide a recommendation to the City Council based on the criteria found in LDC Sec. 2.05.05. The approval authority of this project is the City Council.

ANALYSIS BASED ON UNIFIED LAND DEVELOPMENT CODE CHAPTER 2, SECTION 2.05.05

Prior to approval of a Development Order for a Technical Site Plan, the proposed project must be evaluated for conformance with the requirements of LDC Chapter 2, Section 2.05.05, which provides criteria that must be met to issue approval. The proposed project has been evaluated against the review criteria as directed by the LDC, which states: *When reviewing a development order application, the approval authority shall determine whether sufficient factual data was presented in order to render a decision. The decision to issue a development order shall be based upon the following, including but not limited to*:

A. The proposed development must not be in conflict with or contrary to the public interest;

Planning Staff Finding: The proposed development is on property that is zoned COM-3 on US-1. The underlying zoning district supports the proposed development as a permitted use, and the applicant is working with the City to help ensure the future extension of Whiteview Boulevard west of US-1. The proposed use is compatible with the surrounding developmental pattern which includes an existing multitenant shopping plaza at a significant commercial node within the city. A portion of the property is within the 100-year flood plain and connects to the wetland system known as Pringle Swamp. The applicant has applied for a Letter of Map Amendment (LOMA) with the Federal Emergency Management Agency (FEMA) to establish the Base Flood Elevation (BFE), and any impacts to the wetlands will be subject to mitigation with the St. Johns River Water Management District (SJWMD).

B. The proposed development must be consistent with the provisions of the Land Development Code and the Comprehensive Plan;

Planning Staff Finding: This technical site plan application was reviewed by the City's technical review team request will be consistent with all applicable portions of the LDC and the Comprehensive Plan. The following are a selection of goals, policies and objectives from the Comprehensive Plan that the project supports:

- **Chapter 1, Future Land Use Element: Objective 1.1.1 Establish Future Land Use Map Designations** - The City's Future Land Use Map (FLUM) shall provide areas for mixed use development in identified commercial centers and corridors while maintaining the established suburban residential development pattern in single family residential areas while protecting the community's environmental resources.
- **Chapter 1, Future Land Use Element: Objective 1.1.4 Discourage Urban Sprawl** - Promote compact and contiguous development, a mixture of land uses, and discourage urban sprawl.
- **Chapter 1, Future Land Use Element: Policy 1.1.4.3** - Land use patterns will be required to be efficient and not disproportionately increase the cost of providing and maintaining public facilities, as well as providing housing and transportation strategies that will foster energy conservation.
- **Chapter 1, Future Land Use Element: Policy 1.3.1.3** - The City shall encourage development to locate in the areas where public facilities, infrastructure, and services are available. Where there are deficiencies and where appropriate, the City shall require the developer to provide or extend the facilities as necessary to accommodate development provided such provision or extension is consistent with state law. Applicable impact fees shall be used by the City consistent with State law to offset the costs of the City providing facilities.
- **Chapter 10, Property Rights Element: Policy 10.1.1.1** - The following rights shall be considered in local decision making: A. The right of a property owner to physically possess and control their interests in the property, including easements, leases, or mineral rights. B. The right of a property owner to use, maintain, develop, and improve their property for personal use or for the use of any other person, subject to state law and local ordinances. C. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property. D. The right of a property owner to dispose of their property through sale or gift.

C. The proposed development must not impose a significant financial liability or hardship for the City;

Planning Staff Findings: The public infrastructure needed to support the project is already in place or close to the site and any extensions or connections to utilities will be provided by the developer at the developer's expense and not impose a significant financial liability on the city. The property owner will be required to maintain their own on-site infrastructure. Further the applicant is working with the City to help long range efforts for the city to have adequate east-west connectors to the future westward expansion via the extension of Whiteview Boulevard. This right-of-way purchase is being addressed separate to the project's technical site plan and will be heard in the near future by the City Council.

D. The proposed development must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Planning Staff Finding: The City's technical review team analyzed the project's submittal and ensured that it met all applicable code requirements so that the proposed development poses no unreasonable hazard, nuisance, nor does it constitute a threat to the general health, welfare, or safety of the City's inhabitants. Examples of these requirements based on this site include the applicant submitting a FEMA LOMA in order to establish the BFE and completing gopher tortoise relocation.

E. The proposed development must comply with all other applicable local, state and federal laws, statutes, ordinances, regulations, or codes;

Planning Staff Finding: The applicant's application for Technical Site Plan has been reviewed by the City's technical review team to ensure compliance with the Land Development Code, the Comprehensive Plan, the Florida Building Code, the Florida Fire Prevention Code, and all other applicable state and federal regulations. This project shall be required upon approval of the Technical Site Plan application to submit for a Site Development Permit and Building Permits where the construction of the project will ensure that the project maintains compliance with all applicable codes and regulations.

SUMMARY OF FINDINGS

Staff finds that the proposed development complies with the requirements of the Land Development Code, and Comprehensive Plan. It further meets the review criteria for technical site plans found under LDC Sec. 2.05.05.

PUBLIC PARTICIPATION

Neighborhood meetings are not required for Technical Site Plan applications. Additionally, Technical Site Plan applications, including Tiers 2 and 3, do not require newspaper notification or the posting of the orange signs along the project's frontage.

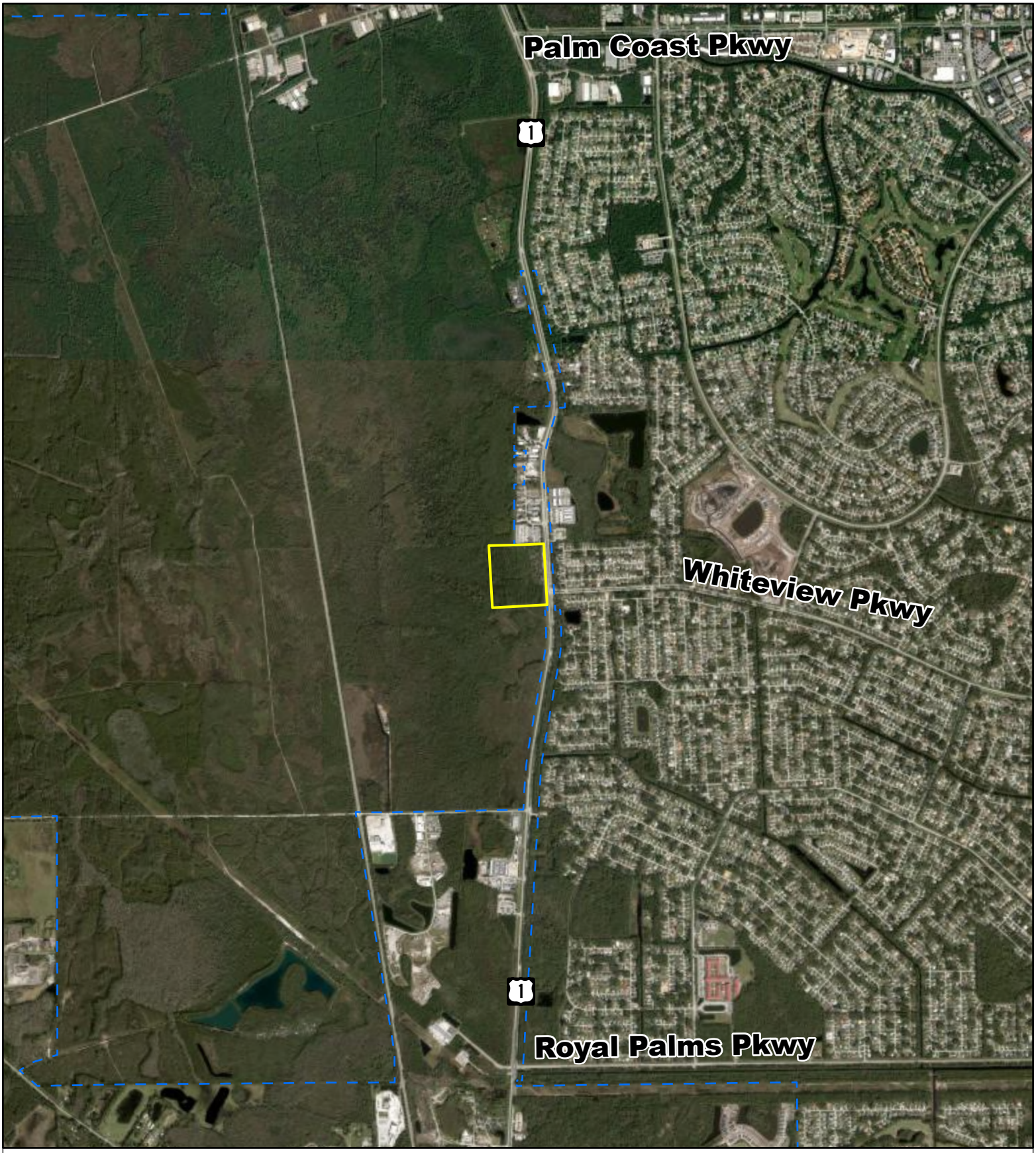
PLANNING AND LAND DEVELOPMENT REGULATION BOARD

This item was heard by the Planning and Land Development Regulation Board at their meeting on March 18th, 2026. There was no public participation regarding the project, and the Planning and Land Development Board unanimously recommended approval of the project.

RECOMMENDATION

The Planning and Land Development Regulation Board (PLDRB) found the project in compliance with Land Development Code, and the Comprehensive Plan and recommended approval of the Technical Site Plan – Tier 3 U-Haul Storage Facility - Palm Coast, Application No. 5979 to the City Council.

Document Path: H:\7.0 GIS\3.0 Projects\Michael Hanson\5979_U-Haul\Working\Working.aprx



Distant Aerial

Palm Coast City Limits

Subject Property

N
W E
S

0 2,000 Feet

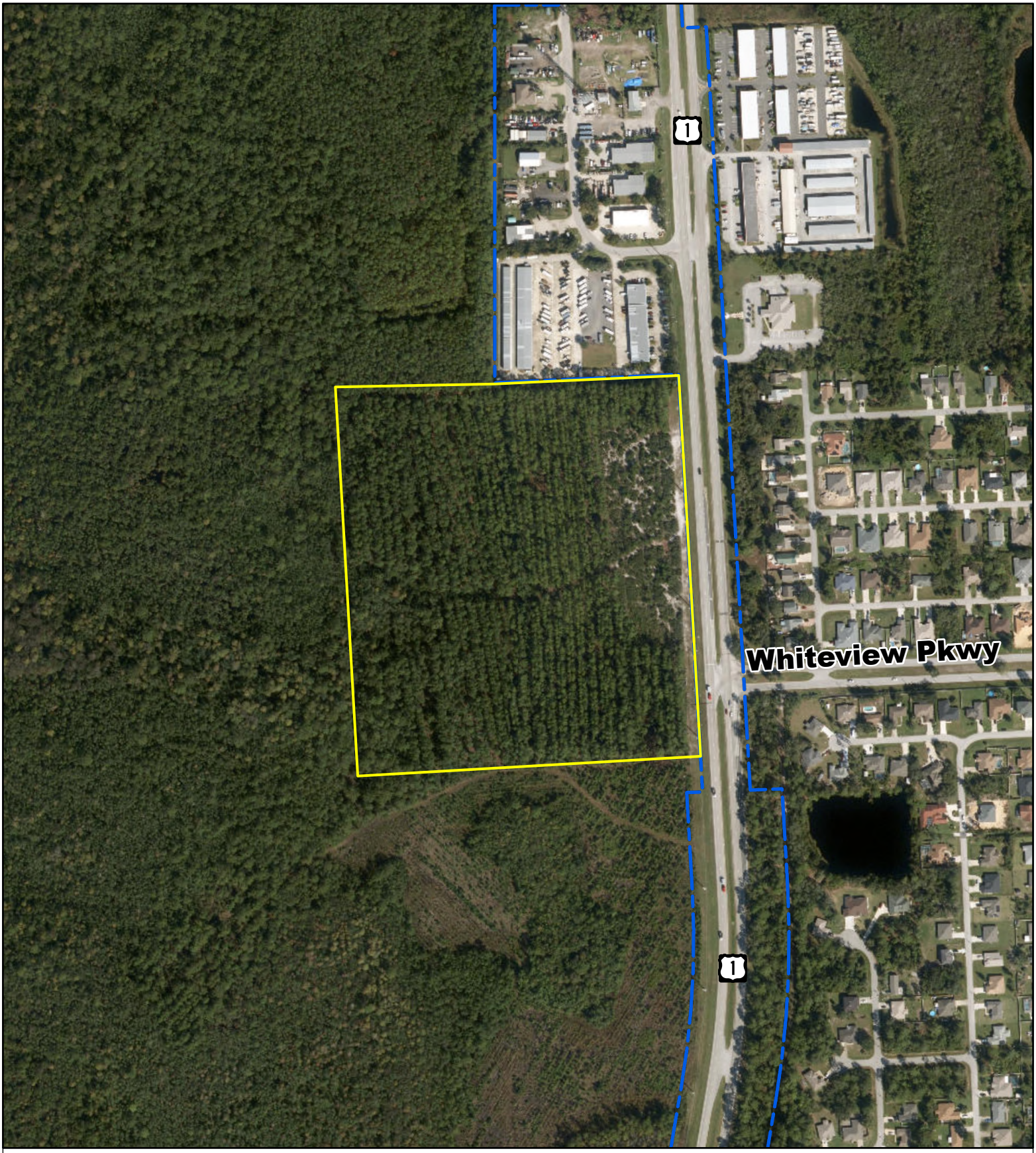
CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

Date: 2/24/2026

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.

Document Path: H:\7.0 GIS\3.0 Projects\Michael Hanson\5979_U-Haul\Working\Working.aprx



Close Up Aerial

Palm Coast City Limits

Subject Property

N
W E
S

0 400 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

Date: 2/24/2026

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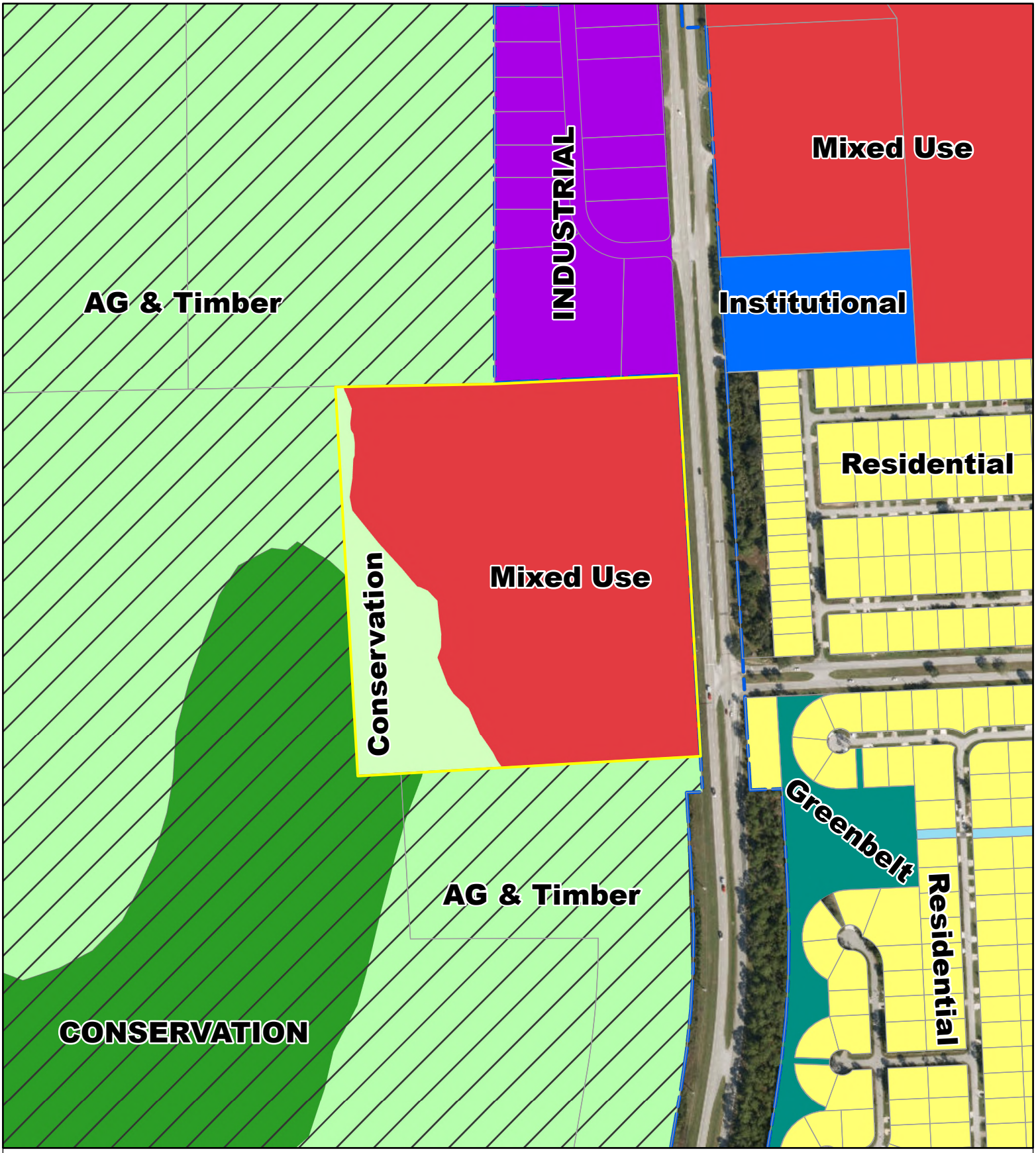
Document Path: H:\7.0 GIS\3.0 Projects\Michael Hanson\5979_U-Haul\Working\Working.aprx



Future Land Use Map

- Palm Coast City Limits
- Subject Property

Palm Coast FLUM
- Canals
- Industrial
- Conservation
- Greenbelt
- Institutional
- Mixed Use
- Residential
- CONSERVATION, Annexed Area, Flagler County FLUM adopted
- AGRICULTURE & TIMBERLANDS, Annexed Area, Flagler County FLUM adopted

Unincorporated Flagler Future Land Use
- INDUSTRIAL

N W E S

0 400 Feet

CITY OF PALM COAST, FLORIDA — PALM COAST — INCORPORATED 1999

Map Provided by the Planning Division

Date: 2/24/2026

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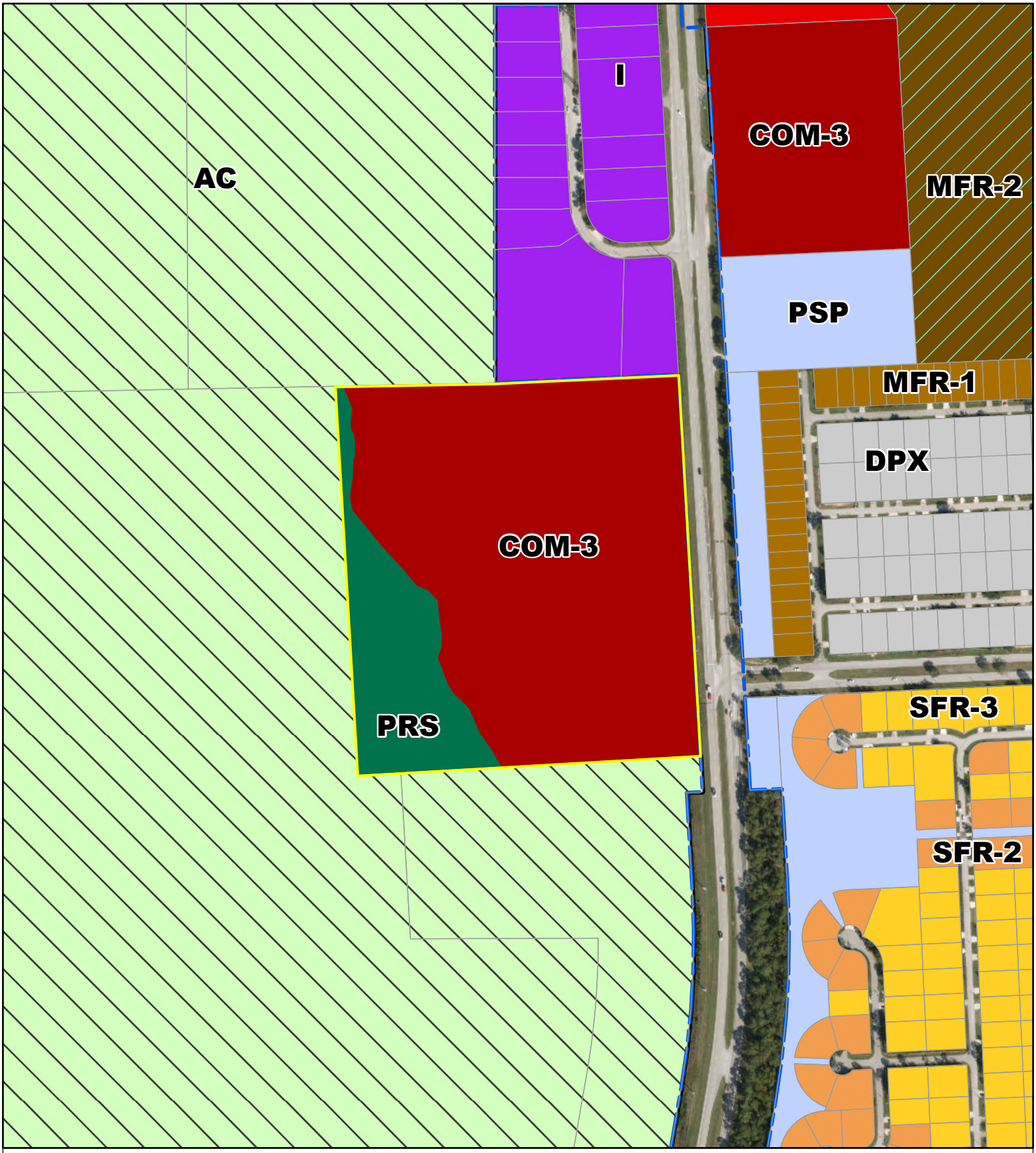


Zoning Map

Palm Coast City Limits
Subject Property

Palm Coast Zoning Districts
COM-2
COM-3
DPX
MFR-1
MFR-2
PRS
PSP
SFR-2
SFR-3
AC : Annexed Area, Flagler County Zoning adopted

Flagler Zoning
I

N
W E
S

0 400 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

Map Provided by the Planning Division

Date: 2/24/2026

The City of Palm Coast prepares and uses this map/map data for its own purposes. This map/map data displays general boundaries and may not be appropriate for site specific uses. The City uses data believed to be accurate; however, a degree of error is inherent in all maps. This map/map data is distributed AS-IS without warranties of any kind, either expressed or implied including, but not limited to, warranties of suitability to a particular purpose or use. This map/map data is intended for use only at the published scale. Detailed on-the-ground surveys and historical analyses of sites may differ substantially from this map/map data.

GENERAL APPLICATION:
- ☐ Rezoning
- ☐ Special Exception
- ☐ Nonstatutory Land Division/Parcel Reconfiguration
- ☐ Vacating Plat
- ☐ Subdivision Master Plan
- ☐ Preliminary Plat
- ☐ Final Plat
- ☐ Master Site Plan
- ☐ Nonresidential Controlling Master Site Plan
- ☒ Technical Site Plan
- ☐ Site Plan Addition
- ☐ Development Order Modification
- ☐ Variance
- ☐ Parking Flexibility
- ☐ Wireless Communication Facility (new structure)

CD Plus Application #: _____ Application Submittal Date: _____
Fee Paid: $_____ Date of Acceptance: _____
Employee Name Accepting Application (print name): _____
Rejected on _____ Rejected by: _____
Reason for Rejection: _____

A. PROJECT NAME: Palm Coast - U-Haul Storage Facility Phase 1

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS):
Located at the intersection of US HWY 1 N and White View Pkwy

C. PROPERTY APPRAISER'S PARCEL NUMBER(s):
27-11-30-0000-01010-0010

D. LEGAL DESCRIPTION: _____Subdivision Name; ____Section; _____ Block; _____Lot
See Attachment

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 1,307,879 SF (30.02 AC)

F. FUTURE LAND USE MAP DESIGNATION: Mixed Use, Conservation EXISTING ZONING DISTRICT: COM-3, PRS

OVERLAY DISTRICT: _____

G. FLOOD ZONE: A COMMUNITY PANEL NUMBER: 120085 DATE: 07/18/2024

H. PRESENT USE OF PROPERTY: N/A

I. DESCRIPTION OF REQUEST / PROPOSED DEVELOPMENT (MAY ATTACH ADDITIONAL SHEETS):
The project proposes a 35,222 SF three story U-Haul storage warehouse and a 13,948 SF one story U-Haul U-Box storage warehouse, with associated parking infrastructure and utility improvements. Two on-site stormwater basins are proposed.

J. PROPOSED NUMBER OF LOTS: _____

K. CHECK APPROPRIATE BOX FOR SITE PLAN:
- ☐ Tier 1 (up to 40,000 sq. ft. / 40 units)
- ☒ Tier 2 (up to 100,000 sq. ft. / 100 units)
- ☐ Tier 3 (exceeding 100,000 sq. ft. / 100 units)

L. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

M. WATER/SEWER PROVIDER: City of Palm Coast

N. IS THERE AN EXISTING MORTGAGE? ☐ Yes ☒ No

OWNER:	APPLICANT / AGENT:
Name: U-Haul Co. of Florida	Name: JBrown Professional Group Inc.
Mailing Address: 2311 Angel Oliva Senior St., Tampa, FL 33605	Mailing Address: 3530 NW 43rd St, Gainesville, FL 32606
Phone Number: (904) 813-9582	Phone Number: (352) 375-8999
E-mail Address: Josh_Dunn@uhaul.com	E-mail Address: contact@jbpro.com

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name: Logan Peters, PE
Mailing Address:	Mailing Address: 3530 NW 43rd St, Gainesville, FL 32606
Phone Number:	Phone Number: (352) 375-8999
E-mail Address:	E-mail Address: logan.peters@jbpro.com

PLANNER:	TRAFFIC ENGINEER:
Name:	Name: Jonathan Brasch
Mailing Address:	Mailing Address: 1450 W Granada Blvd #2, Ormond Beach, Fl, 32174
Phone Number:	Phone Number: (386) 257-2571
E-mail Address:	E-mail Address: info@ltg-inc.us

SURVEYOR:	LANDSCAPE ARCHITECT:
Name: Deren Land Surveying	Name: Dustin Felix, RLA
Mailing Address: 4605 N.W. 6th Street, Suite H, Gainesville, FL 32609	Mailing Address: 3530 NW 43rd St, Gainesville, FL 32606
Phone Number: (352) 331-0010	Phone Number: (412) 596-9106
E-mail Address: dave@derenlandsurveying.com	E-mail Address: dustin.felix@jbpro.com

ATTORNEY:	DEVELOPER OR DOCKMASTER:
Name:	Name: U-Haul of Florida
Mailing Address:	Mailing Address: 2727 N Central Ave, Phoenix, AZ 85004
Phone Number:	Phone Number: (904) 813-9582
E-mail Address:	E-mail Address: Josh_Dunn@uhaul.com

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:
Signature of owner OR person authorized to represent this application

Signature(s) Thomas R Casey

Printed or typed name(s): Thomas R Casey - Vice President, U-Haul Co. of Florida

NOTARY: This instrument was acknowledged before me by means of ✓ physical presence or ___online notarization, on this 16 **day of** August, **20**24 **by** Thomas R. Casey **who is/are personally known to me, or who has/have produced** _____ **as identification.** **(SEAL)**

LORI DAWN MCCONNELL
Notary Public - Arizona
Maricopa County
Commission # 633607
My Comm. Expires Sep 6, 2026

Lori Dawn McConnell
Signature of Notary Public, State of ~~Florida~~ Arizona

Property Owner Letter of Authorization

****************IFAPPLICANT IS NOT THE PROPERTY OWNER*************

Dear Planning Manager,

I/We, U-Haul Co. of Florida being the
(All property owners)

current property owner(s) of the property legally described as

Parcel # 27-11-30-0000-01010-0010 and also described as

Subdivision N/A Section N/A , Block N/A ,Lot N/A .

Street address Located at the intersection of US Hwy 1 N and White View Pkwy

Do hereby designate and authorize JBrown Professional Group Inc.
(name of authorized agent)

representing U-Haul Co. of Florida
(All property owners)

To sign on my/our behalf, as my/our agent to submit an application for a

Technical Site Plan
(type of application)

Or execute a Development Order for the property described above.

Thomas R. Casey

Signature of property owner

Signature of property owner

Thomas R Casey - Vice President, U-Haul Co. of Florida

Print Name

Print Name

NOTARY: This instrument was acknowledged before me on this by means of ☑ physical presence or ☐ online notarization 16 day of August, 2024 by Thomas R. Casey who is/are personally known to me, or who has/have produced _____ as identification.

Lori Dawn McConnell

Signature of Notary Public, State of ~~Florida~~ Arizona

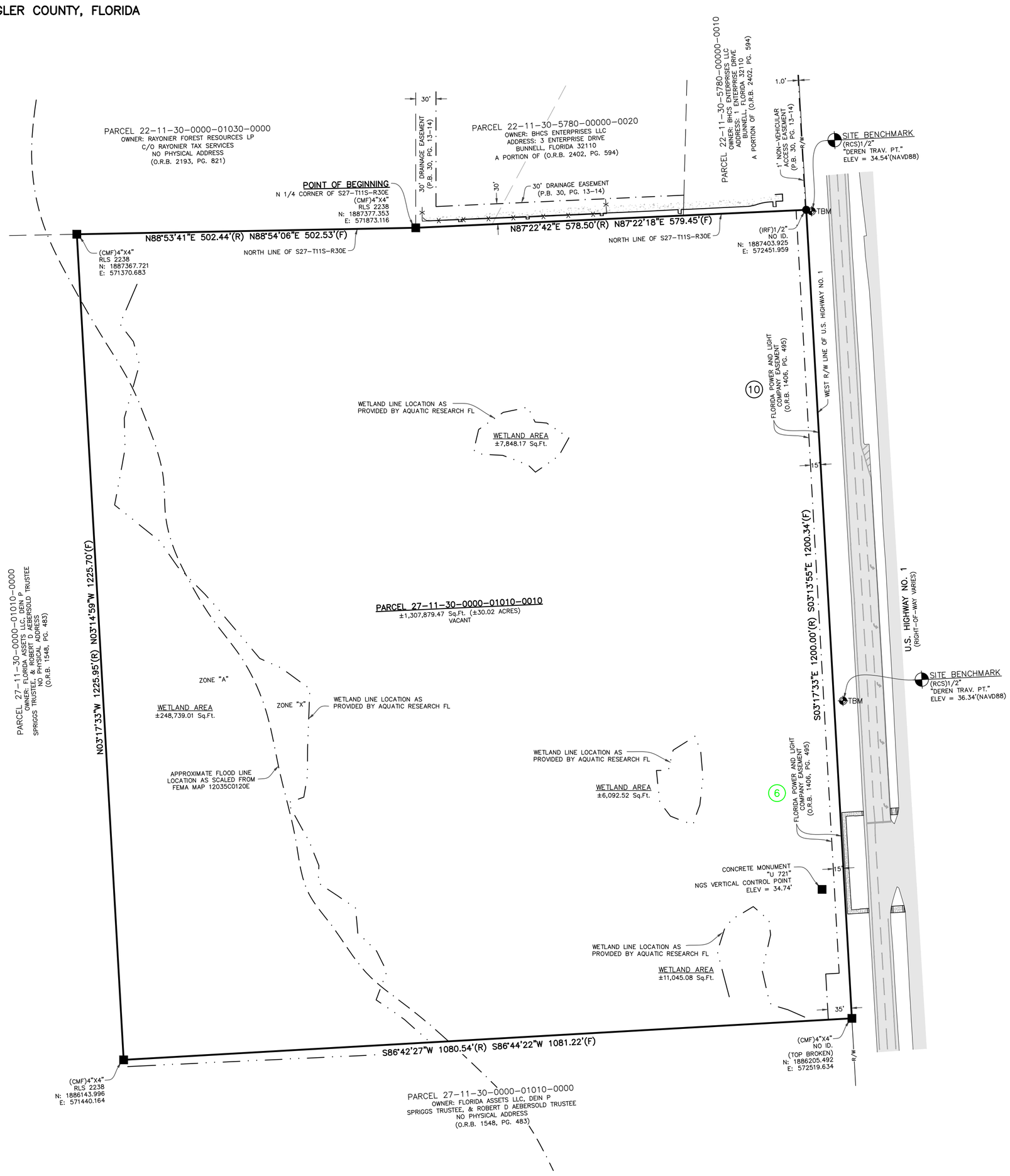
LORI DAWN MCCONNELL (SEAL)
Notary Public - Arizona
Maricopa County
Commission # 633607
My Comm. Expires Sep 6, 2026

ALTA/NSPS LAND TITLE SURVEY

AMERCO ENTITY #829076

PARCEL 27-11-30-0000-01010-0010

SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST
FLAGLER COUNTY, FLORIDA



LAND DESCRIPTION: (STEWART TITLE GUARANTY COMPANY; COMMITMENT NUMBER 24FL2957; COMMITMENT DATE: SEPTEMBER 8, 2024 AT 9:00AM)

A PARCEL OF LAND LYING WEST OF U.S. HIGHWAY NO. 1, IN GOVERNMENT SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER (1/4) CORNER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST, THENCE NORTH 87°22'42" EAST ALONG THE NORTH LINE OF SECTION 27 A DISTANCE OF 578.50 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE SOUTH 03°17'33" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1200.00 FEET; THENCE DEPARTING U.S. HIGHWAY NO. 1, SOUTH 86°42'27" WEST A DISTANCE OF 1080.54 FEET; THENCE NORTH 03°17'33" WEST A DISTANCE OF 1225.95 FEET TO A POINT ON THE NORTH LINE OF SECTION 27; THENCE NORTH 88°53'41" EAST ALONG THE NORTH LINE OF SECTION 27 A DISTANCE OF 502.44 FEET TO THE POINT OF BEGINNING.

LEGEND:

(R)	RECORD MEASUREMENT
(F)	FIELD MEASUREMENT
ID.	IDENTIFICATION
R/W	RIGHT-OF-WAY
O.R.B.	OFFICIAL RECORDS BOOK
M.B.	MAP BOOK
P.B.	PLAT BOOK
PG.	PAGE
ELEV	ELEVATION
NGS	NATIONAL GEODETIC SURVEY
N:	NORTHING
E:	EASTING
■	(CMF) CONCRETE MONUMENT FOUND
●	(IRF) IRON ROD FOUND
○	(RCS) REBAR AND CAP SET
	WETLAND FLAG AND DESIGNATION

ZONING RESTRICTIONS:
AC (AGRICULTURE DISTRICT)

MINIMUM SETBACK REQUIREMENTS FOR STRUCTURES:
FRONT YARD: FIFTY (50) FEET
REAR YARD: FIFTY (50) FEET
SIDE YARD: INTERIOR LOT TWENTY-FIVE (25) FEET
ABUTTING ANY STREET-FIFTY (50) FEET

MAXIMUM BUILDING HEIGHT: NO MAXIMUM

MAXIMUM LOT COVERAGE: THE TOTAL LOT AREA COVERED WITH PRINCIPAL AND ACCESSORY BUILDINGS SHALL NOT EXCEED THIRTY-FIVE (35) PERCENT

N
W E
S

50 100
100 0
SCALE: 1" = 100'

SURVEYOR'S NOTES:

1. SURVEY BASED ON MONUMENTATION FOUND AND ACCEPTED AS PER (STEWART TITLE GUARANTY COMPANY; COMMITMENT NUMBER 24FL2957; COMMITMENT DATE: SEPTEMBER 8, 2024 AT 9:00AM).
2. BEARINGS AND HORIZONTAL DATUM ARE BASED ON NORTH AMERICAN DATUM OF 1983 (NAD83), EAST ZONE, U.S. FOOT AS ESTABLISHED BY TRIMBLE "VRS NOW" GPS SURVEY NETWORK.
3. VERTICAL DATUM BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS ESTABLISHED BY TRIMBLE "VRS NOW" GPS SURVEY NETWORK USING NATIONAL GEODETIC SURVEY (NGS) VERTICAL CONTROL POINT "U 721" (ELEVATION 34.74 FEET) AND "I 95 72 B20" (ELEVATION 30.12 FEET).
4. THE DIGITAL SIGNATURE AND SEAL AS SHOWN ON THIS SURVEY ARE ONLY VALID FOR THIS ELECTRONIC PDF SURVEY FILE.
5. THE PRINTED SURVEY AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF LOCATIONS AND ELEVATIONS OF UTILITIES PRIOR TO EXCAVATION OR "TIE-IN" CONSTRUCTION.
7. NO INSTRUMENTS OF RECORD REFLECTING OFF-SITE EASEMENTS, RIGHT-OF-WAYS, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
8. NORTH ARROW IS BASED ON BEARING STRUCTURE.
9. CERTIFICATION IS NOT TRANSFERABLE.
10. THE PURPOSE OF THIS SURVEY IS TO SHOW BOUNDARY AND TOPOGRAPHIC INFORMATION AND IMPROVEMENTS.
11. FENCES, SYMBOLS, MONUMENTATION AND UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES ONLY AND MAY NOT BE SHOWN TO SCALE.
12. COPIES AND ELECTRONIC FILES OF THIS SURVEY ARE ONLY AVAILABLE TO THE CLIENT FOR 90 DAYS FROM THE DATE OF SIGNATURE. AFTER 90 DAYS, A MINIMUM FEE OF 50% OF THE ORIGINAL SURVEY COST WILL BE ASSESSED.
13. THIS SURVEY COMPLIES WITH THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
14. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS AT THE TIME OF THIS SURVEY.
15. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AT THE TIME OF THIS SURVEY.
16. THERE WERE NO WETLANDS MARKED OR LOCATED AT THE TIME OF THIS SURVEY.

ALTA/NSPS CERTIFICATION:
TO: U-HAUL CO. OF FLORIDA, A FLORIDA CORPORATION; STEWART TITLE GUARANTY COMPANY; AND THOMAS NATIONAL SETTLEMENT SERVICES, LLC:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 13, 16, 17, 18, 19, AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 28, 2025.

David Deren — Digitally signed by David Deren Date: 2025.05.01 11:34:44 -04'00'

DAVID M. DEREN
PROFESSIONAL SURVEYOR & MAPPER CERTIFICATE NUMBER 6946

DATE OF PLAT OR MAP:

FLOOD ZONE:
IT IS THE OPINION OF THIS LAND SURVEYOR BASED ON AN INTERPRETATION OF F.I.R.M. PANEL No. 120 OF 345, COMMUNITY PANEL No. "120085 0120 E" THAT THIS PROPERTY IS LOCATED IN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), AND IN FLOOD ZONE "A", (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. NO BASE FLOOD ELEVATION DETERMINED), MAP EFFECTIVE DATE JUNE 06, 2018.

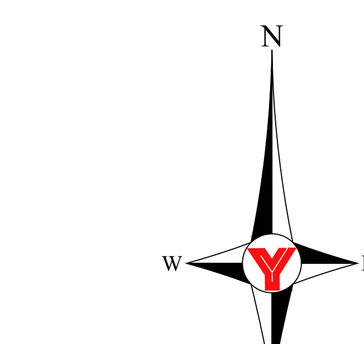
SCHEDULE B-II: (STEWART TITLE GUARANTY COMPANY; COMMITMENT NUMBER 24FL2957; COMMITMENT DATE: SEPTEMBER 8, 2024 AT 9:00AM)

ITEM(S) 1-5: NOT SURVEY RELATED

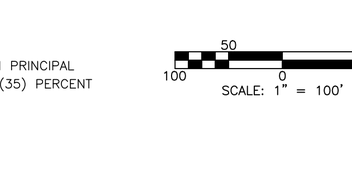
6 ITEM 6: EASTMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 1406, PAGE 495. (AFFECTS THIS PROPERTY AS SHOWN)

ITEM 7: NOT SURVEY RELATED

PAGE DETAIL: NOT TO SCALE



LOCATION MAP: NOT TO SCALE



SHEET NO. 1 OF 5
JOB NO. 25011600GS

ALTA/NSPS LAND TITLE SURVEY
AMERCO ENTITY #829076
PARCEL 27-11-30-0000-01010-0010
SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA

David Deren — Digitally signed by David Deren Date: 2025.05.01 11:35:33 -04'00'
DAVID M. DEREN P.S.M. #6946
DATE:

DAVID M. DEREN LICENSE NO. 6946 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

	INITIALS	DATE
CREW CHIEF	MS	04.28.25
DRAWN	GUY	05.01.25
CHECKED	DD	05.01.25
FIELD BOOK	430/433	
FIELD DATE	04.28.25	

PREPARED FOR:
U-HAUL
2727 N. CENTRAL AVENUE
PHOENIX, AZ 85004

REVISED	NO.	BY	DATE	DESCRIPTION
	1			
	2			
	3			
	4			
	5			
	6			
	7			

George F. Young, Inc.
4605 N.W. 6TH STREET, SUITE H, GAINESVILLE, FL 32609
PHONE (352) 378-1444 WWW.GEORGEFYOUNG.COM
BUSINESS ENTITY LB21
CIVIL, TRANSPORTATION, SUBSURFACE & STRUCTURAL ENGINEERING
ECOLOGY | GIS | PLANNING | SURVEYING
ST. PETERSBURG ▪ LAKEWOOD RANCH ▪ TAMPA ▪ GAINESVILLE ▪ LAKE WALES ▪ PUNTA GORDA
Since 1919

PLOTTED: 5/1/2025 10:55 AM LOGIN: Plikuhn Sr, Guy FILE: I:\project\sur\2025\25011600GS Uhaul\DWG\25011600GS.dwg

ALTA/NSPS LAND TITLE SURVEY

AMERCO ENTITY #829076

PARCEL 27-11-30-0000-01010-0010

SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST
FLAGLER COUNTY, FLORIDA

FLOOD ZONE:

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SURVEYOR'S NOTES:

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13. THIS SURVEY COMPLIES WITH THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.
14. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS AT THE TIME OF THIS SURVEY.
15. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS AT THE TIME OF THIS SURVEY.
16. THERE WERE NO WETLANDS MARKED OR LOCATED AT THE TIME OF THIS SURVEY.

LEGEND:

(R)	RECORD MEASUREMENT
(F)	FIELD MEASUREMENT
O.R.B.	OFFICIAL RECORDS BOOK
M.B.	MAP BOOK
PG.	PAGE
ELEV	ELEVATION
N:	NORTHING
E:	EASTING
C/L	CHAINLINK
■	(CMF) CONCRETE MONUMENT FOUND
	WETLAND FLAG AND DESIGNATION
—X—	FENCE LINE

N
W E
S

15 30
30 0
SCALE: 1" = 30'

PARCEL 22-11-30-0000-01030-0000
OWNER: RAYONIER FOREST RESOURCES LP
C/O RAYONIER TAX SERVICES
NO PHYSICAL ADDRESS
(O.R.B. 2193, PG. 821)

30' DRAINAGE EASEMENT (P.B. 30, PG. 13-14)

PARCEL 22-11-30-5780-00000-0020
OWNER: BMCS ENTERPRISES LLC
ADDRESS: 3 ENTERPRISES DRIVE
BUNNELL, FLORIDA 32110
A PORTION OF (O.R.B. 2402, PG. 594)

30'

6' C/L FENCE
CONCRETE
0.5' CURB
0.5' CURB

N88°53'41"E 502.44'(R) N88°54'06"E 502.53'(F)

NORTH LINE OF S27-T11S-R30E

POINT OF BEGINNING
N 1/4 CORNER OF S27-T11S-R30E
(CMF)4"X4"
RLS 2238
N: 1887377.353
E: 571873.116

N87°22'42"E 578.50'(R)
N87°22'18"E 579.45'(F)

(CMF)4"X4"
RLS 2238
N: 1887367.721
E: 571370.683

N03°17'33"W 1225.95'(R) N03°14'59"W 1225.70'(F)

PARCEL 27-11-30-0000-01010-0010
±1,307,879.47 Sq.Ft. (±30.02 ACRES)
VACANT

PARCEL 27-11-30-0000-01010-0000
OWNER: FLORIDA ASSETS LLC, DEIN P TRUSTEE
SPRIGGS TRUSTEE, & ROBERT D AEBERSOLD TRUSTEE
NO PHYSICAL ADDRESS
(O.R.B. 1548, PG. 483)

APPROXIMATE FLOOD LINE LOCATION AS SCALED FROM FEMA MAP 12035C0120E

ZONE "X"

ZONE "A"

WETLAND LINE LOCATION AS PROVIDED BY AQUATIC RESEARCH FL

W1-30 W1-29 W1-28 W1-27 W1-26 W1-25 W1-24 W1-23 W1-22 W1-21 W1-20 W1-19 W1-18

W4-09 W4-08 W4-

	INITIALS	DATE
CREW CHIEF	MS	04.28.25
DRAWN	GUY	05.01.25
CHECKED	DD	05.01.25
FIELD BOOK	430/433	
FIELD DATE	04.28.25	

David Deren
DAVID M. DEREN P.S.M. #6946
DATE: _____

Digitally signed by David Deren
Date: 2025.05.01 11:35:53 -04'00'

DAVID M. DEREN LICENSE NO. 6946 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

PREPARED FOR:
U-HAUL
2727 N. CENTRAL AVENUE
PHOENIX, AZ 85004

REVISED NO.	BY	DATE	DESCRIPTION
1			
2			
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7			

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ST. PETERSBURG ▪ LAKEWOOD RANCH ▪ TAMPA ▪ GAINESVILLE ▪ LAKE WALES ▪ PUNTA GORDA
Since 1919

ALTA/NSPS LAND TITLE SURVEY
AMERCO ENTITY #829076
PARCEL 27-11-30-0000-01010-0010
SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA

JOB NO. 25011600GS
SHEET NO. 2 OF 5

PLOTTED: 5/1/2025 10:55 AM LOGIN: Plikuhn Sr, Guy FILE: I:\project\sur\2025\25011600GS Uhaul\DWG\25011600GS.dwg

ALTA/NSPS LAND TITLE SURVEY

AMERCO ENTITY #829076

PARCEL 27-11-30-0000-01010-0010

SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST

FLAGLER COUNTY, FLORIDA

STORM WATER INVERTS:

(SG)-1

LID = 37.35'

EAST INVERT = 34.89'(14"X20" OVAL RCP)

FLOOD ZONE:

IT IS THE OPINION OF THIS LAND SURVEYOR BASED ON AN INTERPRETATION OF F.I.R.M. PANEL No. 120 OF 345, COMMUNITY PANEL No. "120085 0120 E" THAT THIS PROPERTY IS LOCATED IN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), AND IN FLOOD ZONE "A", (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. NO BASE FLOOD ELEVATION DETERMINED), MAP EFFECTIVE DATE JUNE 06, 2018.

LEGEND:

(R)	RECORD MEASUREMENT
(F)	FIELD MEASUREMENT
O.R.B.	OFFICIAL RECORDS BOOK
M.B.	MAP BOOK
P.B.	PLAT BOOK
PG.	PAGE
ELEV	ELEVATION
NGS	NATIONAL GEODETIC SURVEY
N:	NORTHING
E:	EASTING
C/L	CHAINLINK
RCP	REINFORCED CONCRETE PIPE
INV.	INVERT
ADA	DETECTABLE WARNING SURFACE
■	(CMF) CONCRETE MONUMENT FOUND
○	(RCS) REBAR AND CAP SET
●	(IRF) IRON REBAR FOUND AS NOTED
W	WELL
FO	FIBER-OPTIC CABLE MARKER
FO	FIBER-OPTIC CABLE BOX
TS	TRAFFIC SIGNAL BOX
	CONCRETE POWER POLE
	SIGN "AS INDICATED"
	(SG) STORM GRATE
	WETLAND FLAG AND DESIGNATION
OE	OVERHEAD ELECTRIC LINE
X	FENCE LINE
S	UNDERGROUND STORM WATER LINE

N

W E

S

15 30

30 0

SCALE: 1" = 30'

SURVEYOR'S NOTES:

1. SURVEY BASED ON MONUMENTATION FOUND AND ACCEPTED AS PER (STEWART TITLE GUARANTY COMPANY; COMMITMENT NUMBER 24FL2957; COMMITMENT DATE: SEPTEMBER 8, 2024 AT 9:00AM).
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5. THE PRINTED SURVEY AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF LOCATIONS AND ELEVATIONS OF UTILITIES PRIOR TO EXCAVATION OR "TIE-IN" CONSTRUCTION.
7. NO INSTRUMENTS OF RECORD REFLECTING OFF-SITE EASEMENTS, RIGHT-OF-WAYS, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
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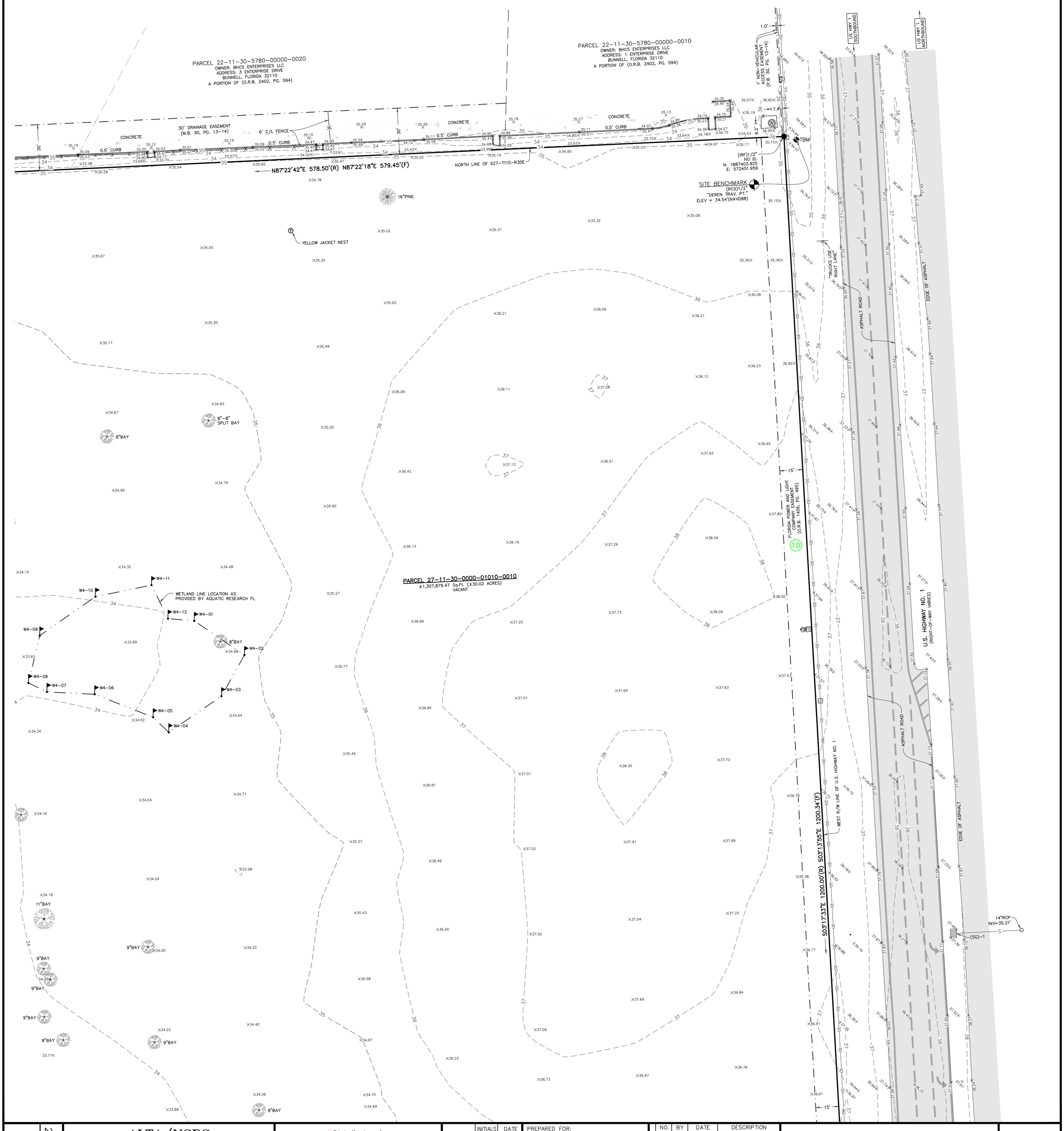

3 OF 5	SHEET NO.	
25011600GS	JOB NO.	

ALTA/NSPS LAND TITLE SURVEY

AMERCO ENTITY #829076

PARCEL 27-11-30-0000-01010-0010

SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA

David Deren

Digitally signed by David Deren
Date: 2025.05.01 11:36:11 -04'00'

DAVID M. DEREN P.S.M. #6946

DATE: _____

DAVID M. DEREN LICENSE NO. 6946 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

	INITIALS	DATE
CREW CHIEF	MS	04.28.25
DRAWN	GUY	05.01.25
CHECKED	DD	05.01.25
FIELD BOOK	430/433	
FIELD DATE	04.28.25	

PREPARED FOR:

U-HAUL
2727 N. CENTRAL AVENUE
PHOENIX, AZ 85004

REVISED	NO.	BY	DATE	DESCRIPTION
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Since 1919

PLOTTED: 5/1/2025 10:55 AM LOGIN: Plikuhn Sr, Guy FILE: I:\project\sur\2025\25011600GS Uhaul\DWG\25011600GS.dwg

ALTA/NSPS LAND TITLE SURVEY

AMERCO ENTITY #829076

PARCEL 27-11-30-0000-01010-0010

SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST

FLAGLER COUNTY, FLORIDA

FLOOD ZONE:

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N

W E

S

15 30

30 0

SCALE: 1" = 30'

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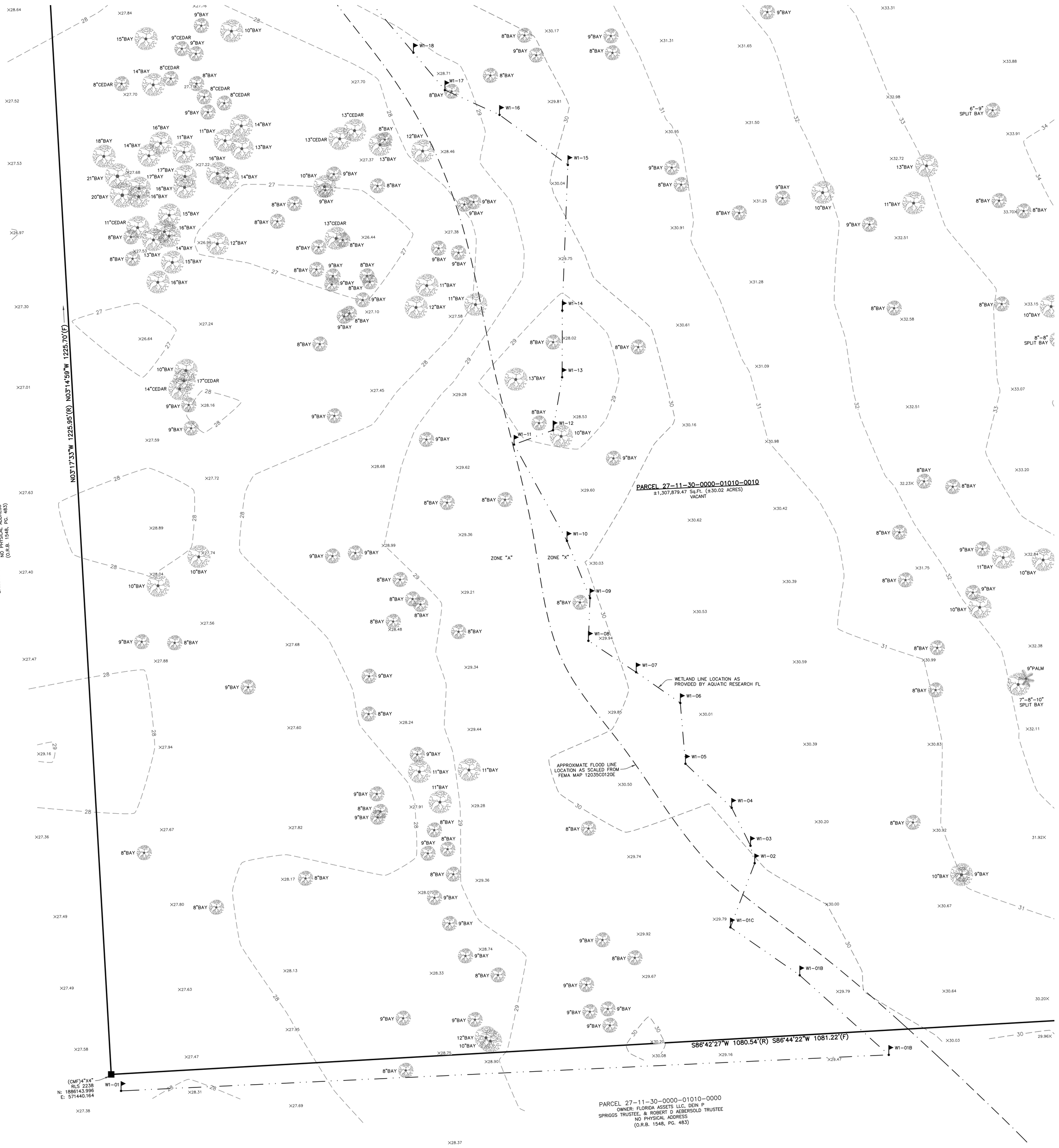
16. THERE WERE NO WETLANDS MARKED OR LOCATED AT THE TIME OF THIS SURVEY.

LEGEND:

(R)	RECORD MEASUREMENT
(F)	FIELD MEASUREMENT
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
N:	NORTHING
E:	EASTING
■	(CMF) CONCRETE MONUMENT FOUND
⚑	WETLAND FLAG AND DESIGNATION



4 OF 5 SHEET NO.	25011600GS JOB NO.	ALTA/NSPS LAND TITLE SURVEY AMERCO ENTITY #829076 PARCEL 27-11-30-0000-01010-0010 SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA	David Deren Digitally signed by David Deren Date: 2025.05.01 11:36:32 -04'00' DAVID M. DEREN P.S.M. #6946 DATE:

DAVID M. DEREN LICENSE NO. 6946 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

	INITIALS	DATE
CREW CHIEF	MS	04.28.25
DRAWN	GUY	05.01.25
CHECKED	DD	05.01.25
FIELD BOOK	430/433	
FIELD DATE	04.28.25	

PREPARED FOR:

U-HAUL
2727 N. CENTRAL AVENUE
PHOENIX, AZ 85004

REVISED	NO.	BY	DATE	DESCRIPTION
	1			
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George F. Young, Inc.
4605 N.W. 6TH STREET, SUITE H, GAINESVILLE, FL 32609
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Since 1919

PLOTTED: 5/1/2025 10:56 AM LOGIN: Plikuhn Sr, Guy FILE: I:\project\sur\2025\25011600GS Uhaul\DWG\25011600GS.dwg

ALTA/NSPS LAND TITLE SURVEY

AMERCO ENTITY #829076

PARCEL 27-11-30-0000-01010-0010

SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST

FLAGLER COUNTY, FLORIDA

STORM WATER INVERTS:

(SG)-2

LID = 37.42'

EAST INVERT = 35.07'(14"X20" OVAL RCP)

FLOOD ZONE:

IT IS THE OPINION OF THIS LAND SURVEYOR BASED ON AN INTERPRETATION OF F.I.R.M. PANEL No. 120 OF 345, COMMUNITY PANEL No. "120085 0120 E" THAT THIS PROPERTY IS LOCATED IN FLOOD ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN), AND IN FLOOD ZONE "A", (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. NO BASE FLOOD ELEVATION DETERMINED), MAP EFFECTIVE DATE JUNE 06, 2018.

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RCP	REINFORCED CONCRETE PIPE
INV.	INVERT
ADA	DETECTABLE WARNING SURFACE
■	(CMF) CONCRETE MONUMENT FOUND
○	(RCS) REBAR AND CAP SET
	METAL LIGHT POLE / TRAFFIC SIGNAL POST
FO	FIBER-OPTIC CABLE BOX
TS	TRAFFIC SIGNAL BOX
	CONCRETE POWER POLE
	SIGN "AS INDICATED"
	(SG) STORM GRATE
	WETLAND FLAG AND DESIGNATION
OE	OVERHEAD ELECTRIC LINE
S	UNDERGROUND STORM WATER LINE

N / W / E / S

15 0 30

30

SCALE: 1" = 30'

SURVEYOR'S NOTES:

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	INITIALS	DATE
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DRAWN	GUY	05.01.25
CHECKED	DD	05.01.25
FIELD BOOK	430/433	
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PREPARED FOR:

U-HAUL
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David Deren
Digitally signed by David Deren
Date: 2025.05.01 11:36:48 -04'00'

DAVID M. DEREN P.S.M. #6946

DATE: _____

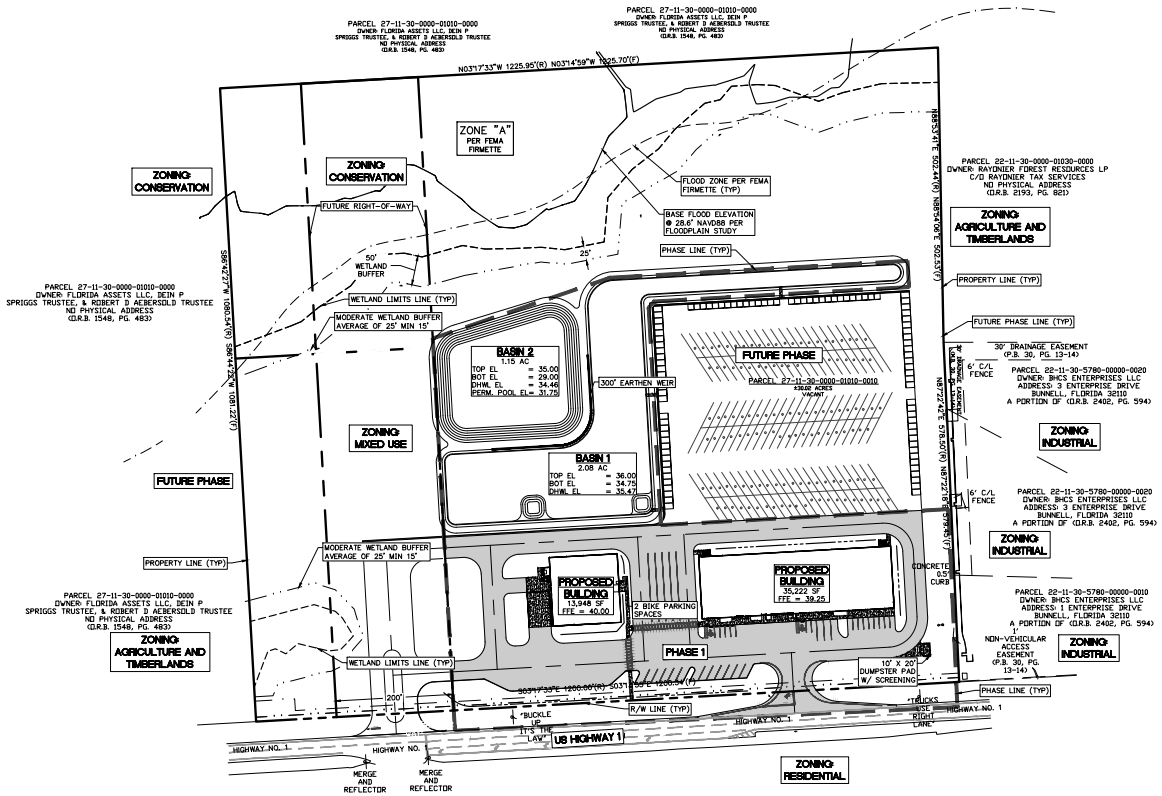
DAVID M. DEREN LICENSE NO. 6946 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

ALTA/NSPS
LAND TITLE SURVEY
AMERCO ENTITY #829076
PARCEL 27-11-30-0000-01010-0010
SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA

JOB NO. 25011600GS

SHEET NO. 5 OF 5

PLOTTED: 5/1/2025 10:56 AM LOGIN: Plikuhn Sr, Guy FILE: I:\project\sur\2025\25011600GS Uhaul\DWG\25011600GS.dwg



NOTES

1. DEVELOPMENT ORDER WILL BE FOR THE PROPOSED PHASE 1 ONLY.
2. PHASE 1 DOES NOT INCLUDE CANOPIES, AWNINGS, OR HEIGHT RESTRICTIONS THAT ARE LOWER THAN THE REQUIRED FIRE DEPT ACCESS OF AT LEAST 13'-6" PER FFPC 1 (2023) 18.2.3.5.1.2 AND ANJ.
3. THE FUTURE RIGHT-OF-WAY DEDICATION SHOWN FOR COORDINATION PURPOSES ONLY.
4. UPON AGREEMENT BETWEEN THE CITY OF PALM COAST AND UHI, A SKETCH AND LEGAL DESCRIPTION OF THE FUTURE RIGHT-OF-WAY WILL BE PROVIDED

LEGEND

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE PAVEMENT

N

100 50 0 100 200 300

SCALE 1" = 100'

REVISIONS

NO.	DATE	DESCRIPTION	DRWN	APPR
1.	2025-08-29	CITY OF PALM COAST - SUBMITTAL #3		
2.	2025-11-14	CITY OF PALM COAST - SUBMITTAL #4		

ENGINEER OF RECORD: JAMES LEE JONES III, P.E.
FLORIDA LICENSE NO. 98821

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JAMES LEE JONES III, PE ON THE DATE ADJACENT TO THE SEAL.

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

JAMES LEE JONES III — No. 98821 — 11/14/2025 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

JBPro
CIVIL ENGINEERING | LAND PLANNING
SURVEYING | CONSTRUCTION SERVICES

3530 NW 43rd Street | Gainesville, Florida 32606
4428 US-1 S, Suite 1 | St. Augustine, Florida 32086
Gainesville: (352) 375-8999 | St. Augustine: (904) 799-8999
Toll Free: (844) Go-JBPro | E-mail: contact@jbpro.com

SHEET TITLE: MASTER PHASING PLAN

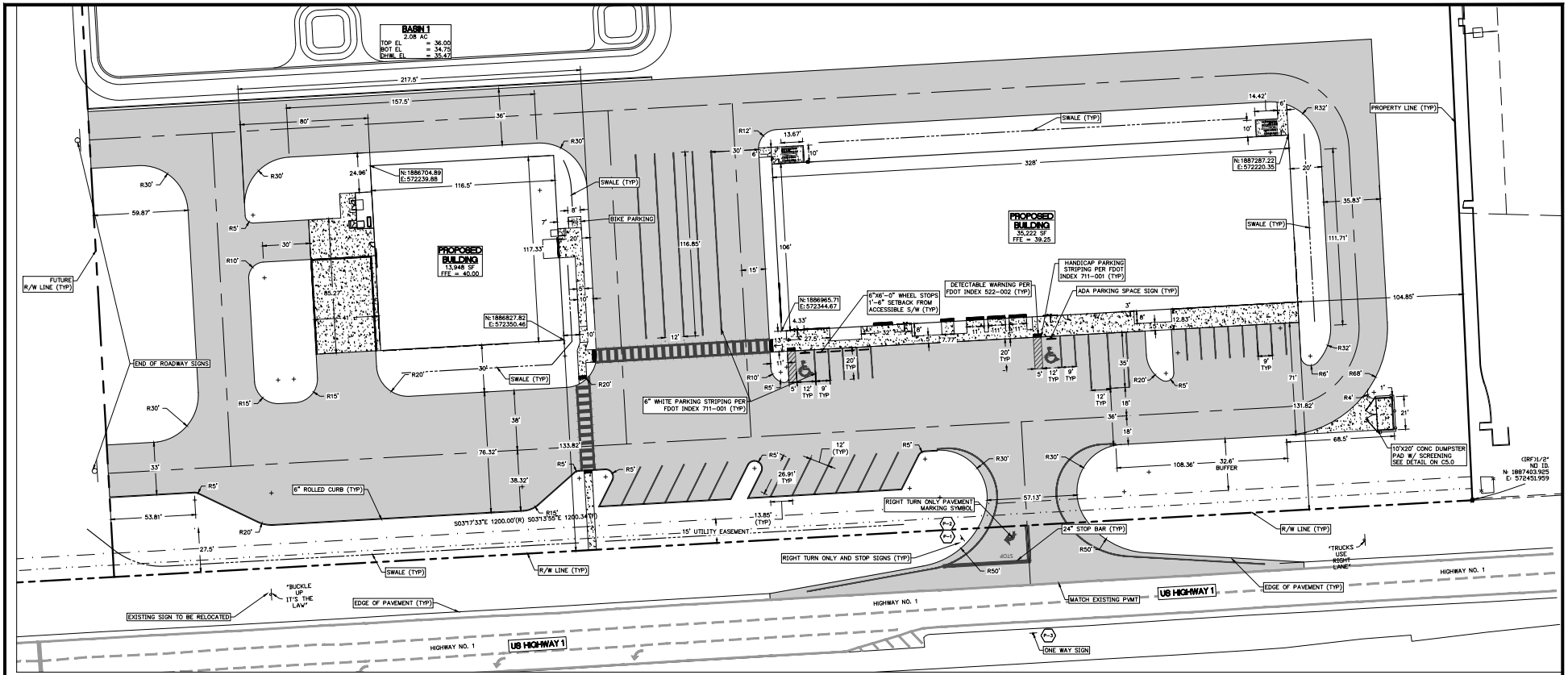
DATE: NOVEMBER 2025

PROJECT NO: 634-23-03

CLIENT: U-HAUL COMPANY OF FLORIDA
JACKSONVILLE, FLORIDA

PROJECT: U-HAUL STORAGE FACILITY
PHASE 1

SHEET NO: C2.0



PROPOSED SIGNS

ID	DESCRIPTION	COLOR	MUTCD	SIZE	SIGN
R-1	STOP	RED	R1-1	30" X 30" OCTOGON	STOP
R-5	RIGHT TURN ONLY	WHITE	R3-5	30" X 36"	ONLY
R-3	ONE WAY	WHITE	R6-1	54" X 18"	ONE WAY

DIMENSION NOTES

1. BOUNDARY INFORMATION SHOWN IS BASED ON THE PROJECT TOPOGRAPHIC SURVEY CONDUCTED BY DEREN LAND SURVEYING ON 1/25/2024.
2. CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE PROJECT SURVEY AND DESIGN DRAWINGS, AND SHALL VERIFY EXISTING SITE CONDITIONS. ANY APPARENT DISCREPANCIES OR ADDITIONAL PERTINENT INFORMATION SHALL BE BROUGHT TO THE PROJECT ENGINEER'S ATTENTION IMMEDIATELY.
3. ALL STRIPING SHALL CONFORM TO FDOT STANDARD INDEX 711-001.
4. ALL SIGNAGE TO BE INSTALLED SHALL CONFORM TO MUTCD REQUIREMENTS, 2009 VERSION W/ REV. NO. 1&2, INCORPORATED 2012.
5. STRIPING WITHIN THE U.S. 1 R/W SHALL BE THERMOPLASTIC
6. ALL MOT ACTIVITIES SHALL CONFORM TO FDOT STD INDEX 102-601 AND INDEX 102-602
7. PARKING REQUIREMENTS:
   A. PARKING REQUIRED
      1. MINI-WAREHOUSE: 2 SP/100 UNITS AND A MIN OF 4 VEHICLE/BOAT STORAGE SPACES
      2. UNITS PROPOSED: 950
      3. TOTAL SPACES REQUIRED: TOTAL SPACES REQUIRED: 950 X 2 SP/100 UNITS = 19 CAR PARKING SPACES, 4 VEHICLE/BOAT STORAGE SPACES, AND 1 ADA SPACE
   B. PARKING PROVIDED: 29 CAR PARKING SPACES, 3 LARGE CAR SPACES, 4 VEHICLE/BOAT STORAGE SPACES, AND 2 ADA SPACES
8. REQUIRED SETBACKS:
   A. PER CITY OF PALM COAST, FL UNIFIED LAND DEVELOPMENT CODE SEC. 3.03., THE MINIMUM YARD REQUIREMENTS ARE AS FOLLOWS:
      1. FRONT YARD = 25 FT.
      2. SIDE YARD = 10 FT.
      3. REAR YARD = 10 FT.

LEGEND

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE PAVEMENT

PROPOSED CENTERLINE

N

30 15 0 30 60 90

SCALE 1" = 30'

REVISIONS

NO.	DATE	DESCRIPTION	DRWN	APPR
1	2025-08-29	CITY OF PALM COAST - SUBMITTAL #3		
2	2025-11-14	CITY OF PALM COAST - SUBMITTAL #4		

ENGINEER OF RECORD: JAMES LEE JONES III, P.E.
FLORIDA LICENSE NO. 98821

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JAMES LEE JONES III, PE ON THE DATE ADJACENT TO THE SEAL.

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

JAMES LEE JONES III — No. 98821 — 11/14/2025 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

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4428 US-1 S, Suite 1 | St. Augustine, Florida 32086
Gainesville: (352) 375-8999 | St. Augustine: (904) 799-8999
Toll Free: (844) Go-JBPro | E-mail: contact@jbpro.com

SHEET TITLE: DIMENSION PLAN

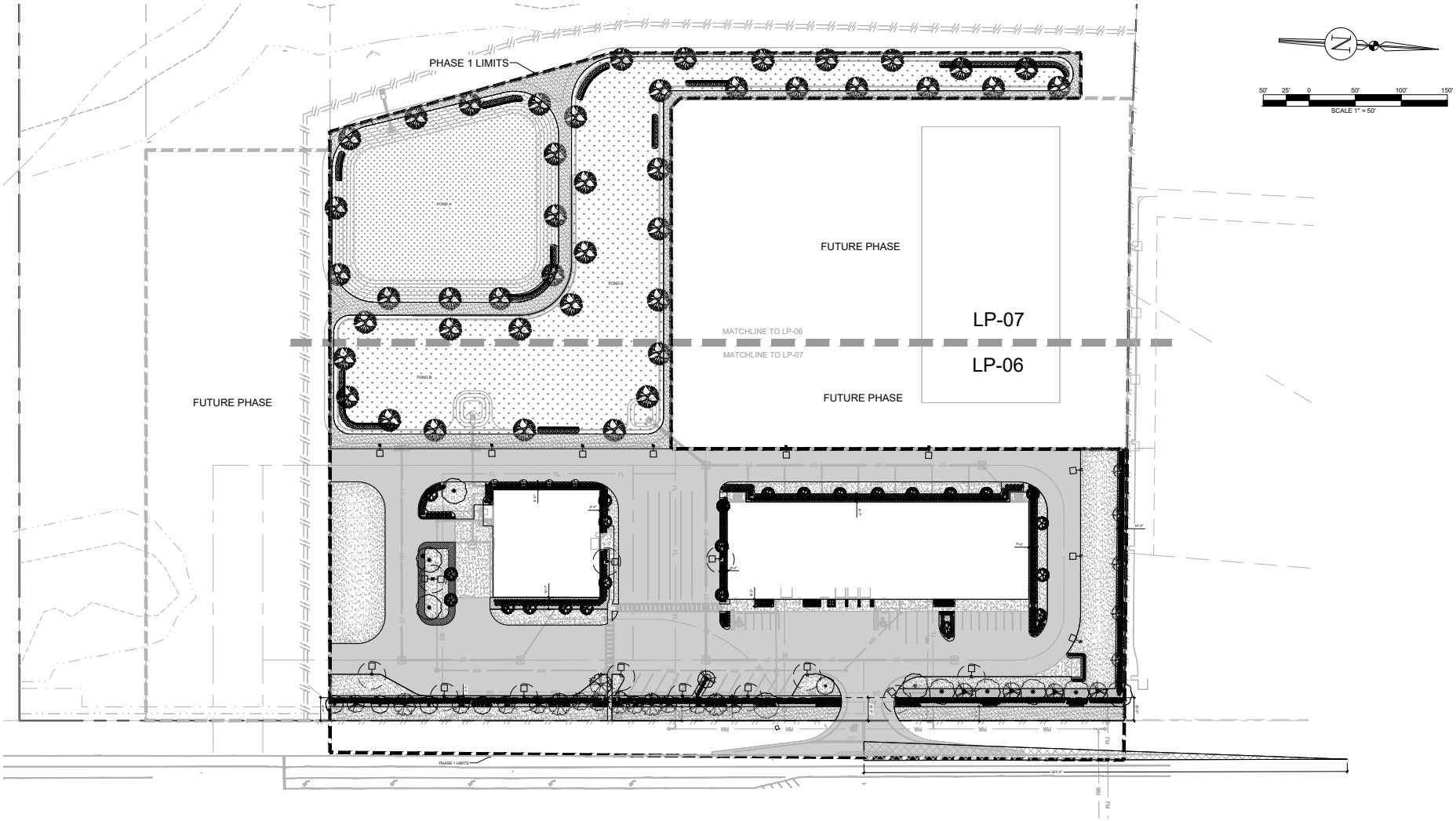
DATE: NOVEMBER 2025

PROJECT NO: 634-23-03

CLIENT: U-HAUL COMPANY OF FLORIDA
JACKSONVILLE, FLORIDA

PROJECT: U-HAUL STORAGE FACILITY
PHASE 1

SHEET NO: C2.1



SEE PLANTING SCHEDULE ON SHEET LP-07

REVISIONS

NO.	DATE	DESCRIPTION	DRWN	APPR
1	2025/05/22	PER CITY COMMENTS	JPS	MJH
2	2025/10/08	PER CITY COMMENTS	JPS	MJH

LANDSCAPE ARCHITECT OF RECORD: MICHAEL J. HANS, RLA. FLORIDA LICENSE NO. LA2032

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MICHAEL HANS, RLA ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REGISTERED LANDSCAPE ARCHITECT MICHAEL JAMES HANS LA2032 STATE OF FLORIDA

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CIVIL ENGINEERING | LAND PLANNING
SURVEYING | CONSTRUCTION SERVICES

3530 NW 43rd Street | Gainesville, Florida 32606
4428 US-1 S, Suite 1 | St. Augustine, Florida 32086
Gainesville (352) 376-6999 | St. Augustine (904) 799-0992
Toll Free (877) One-JBPro | E-mail: contact@jbpro.com

SHEET TITLE: OVERALL LANDSCAPE PLAN

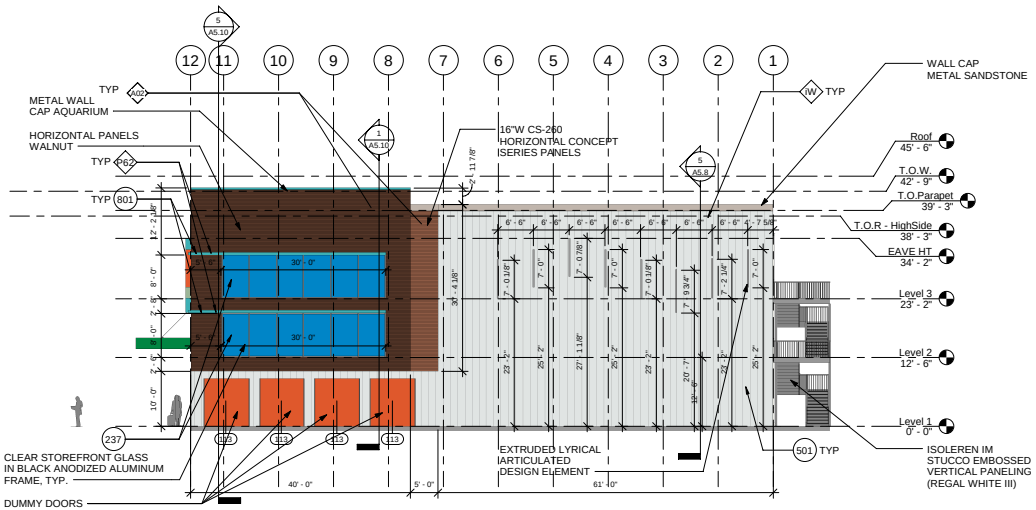
DATE: DECEMBER 2025

PROJECT NO: 634-23-03

CLIENT: U-HAUL COMPANY OF FLORIDA
JACKSONVILLE, FLORIDA

PROJECT: U-HAUL STORAGE FACILITY

SHEET NO: LP-05



1 NORTH ELEVATION

SCALE: 3/32" = 1'-0"

KEY NOTES

55. LOW EAVE DRIP EDGE TRIM
57. DOUBLE LOCKING STANDING SEAM ROOF
66. ROOF LINE, FLOOR, WALL BEYOND
71. ROOF SCUPPER
106. PAINTED STEEL HANDRAIL - BY CONTRACTOR
110. SIDE-HINGED H.M. DOOR - SEE DOOR SCHEDULE
111. SECTIONAL / AUTOMATIC DOOR
112. SECTIONAL OVERHEAD DOOR - SEE DOOR SCHEDULE
113. FAUX ROLL-UP DOORS
117. EXTERIOR APPLIED IMAGING: ADDITIONAL SUB FRAMING MAY BE REQUIRED. COORDINATE WITH UHI DESIGN DRAWINGS (DSD) AND OWNER'S REPRESENTATIVE.
211. WALL-MOUNTED LIGHT FIXTURE - SEE ELECTRICAL
237. STOREFRONT GLAZING - SEE WINDOW TYPE SCHEDULE
260. KELLY DOCK LEVELER
500. HORIZONTAL SINGLE SKIN METAL PANEL OVER IMP
501. VERTICAL INSULATED METAL PANEL (IMP)
502. HORIZONTAL INSULATED METAL PANEL (IMP)
801. METAL EYEBROW AT WINDOW HEAD
802. 6" H METAL TRIM
803. 12" H METAL TRIM
804. 6"D METAL ACCENT FIN
805. MODULAR CANOPY

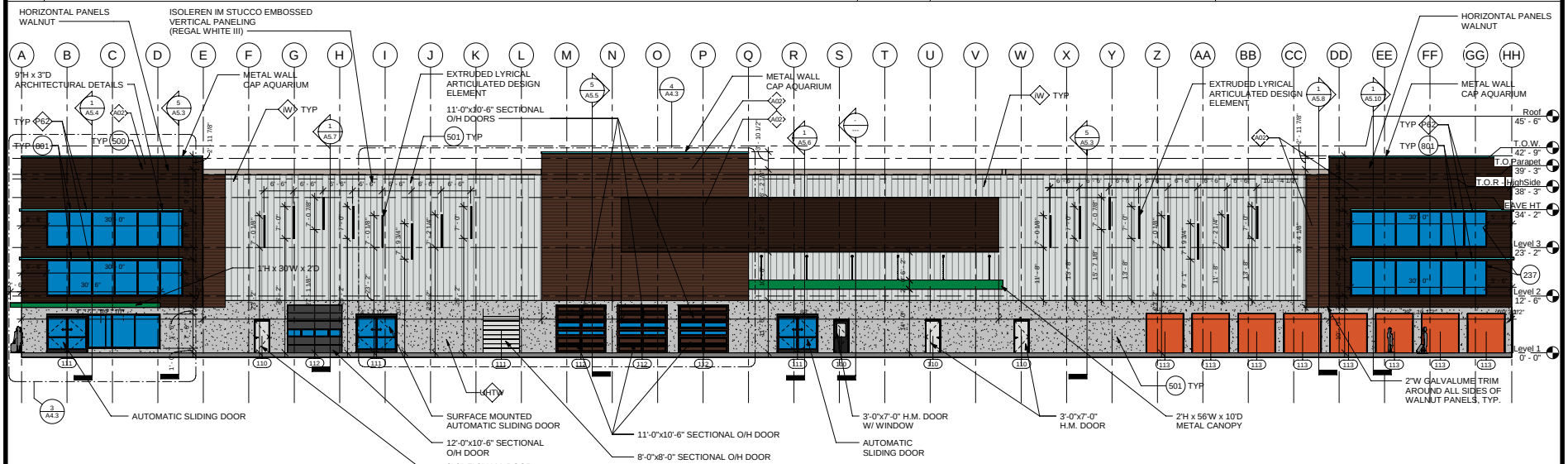
COLOR LEGEND

- SHERWIN WILLIAMS 6451 - NURTURE GREEN
- SHERWIN WILLIAMS 6767 - AQUARIUM
- SHERWIN WILLIAMS 6884 - OBSTATINATE ORANGE
- KINGSPAN - IMPERIAL WHITE
- KINGSPAN - NATURAL CHOICE
- KINGSPAN - SURREY BEIGE
- KINGSPAN - TAUPE STONE
- KINGSPAN - REGAL WHITE III
- KINGSPAN - RELEAXED KHAKI
- MCBI - U-HAUL GREEN
- MCBI - U-HAUL SIERRA TAN
- MCBI - U-HAUL SIERRA SUNSET
- MCBI - U-HAUL GALVALUME
- TILT-WALL - LIGHT BROOM FINISH
- A02 ATAS - WOODLAND SERIES WALNUT

NOTE: REFER TO UHI DESIGN DRAWING (DSD) FOR ADDITIONAL INFORMATION.

ALL MATERIAL/COLOR CHANGES NEED TO START AND STOP AT PANEL JOINTS. REVIEW WITH U-HAUL PERSONNEL PRIOR TO ORDERING/INSTALLATION.

COORDINATE PANEL JOINTS WITH SPECIFIC PANEL MANUFACTURERS DETAILS.



4 EAST ELEVATION

SCALE: 3/32" = 1'-0"

SHEET NOTES:

REVISIONS:

NO	DATE	INITIALS	NOTES
1	12.03.24	JNT	ADDRESS UPDATE
2			
3			
4			
5			
6			
7			
8			

PROFESSIONAL SEAL:

STATE OF FLORIDA JOHN NEIL TIPPETT AR96556 REGISTERED ARCHITECT

ARCHITECT LOGO:

AMERCO REAL ESTATE COMPANY

CONSTRUCTION DEPARTMENT
2727 NORTH CENTRAL AVENUE
PHOENIX, ARIZONA 85004
PH: (602) 263-6502

SITE ADDRESS:
U-HAUL MOVING & STORAGE - PALM COAST
4355 US HWY 1 N
Bunnell, FL 32110

SHEET CONTENTS:
BUILDING ELEVATIONS

829076

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CHECKED:	JNT	
DATE:	07.24.2024	

829076 - BLDG A

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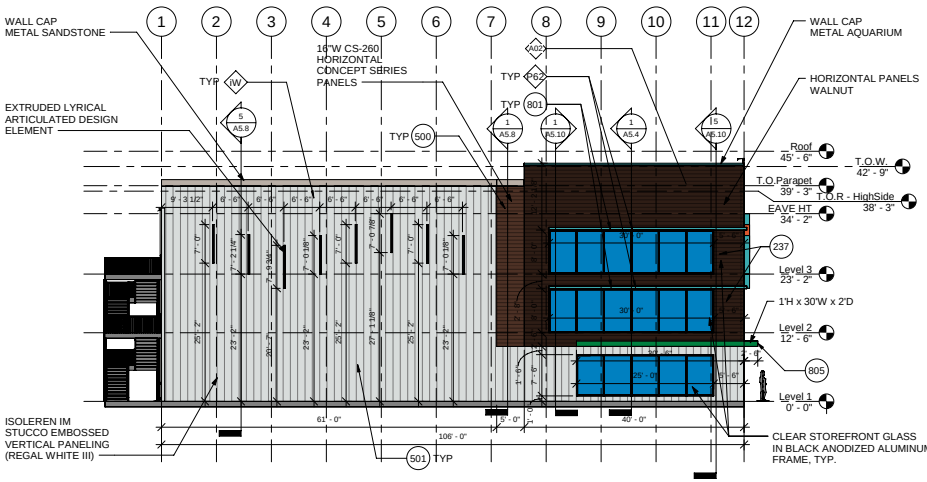

2 SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

KEY NOTES

55. LOW EAVE DRIP EDGE TRIM
57. DOUBLE LOCKING STANDING SEAM ROOF
66. ROOF LINE, FLOOR, WALL BEYOND
71. ROOF SCUPPER
106. PAINTED STEEL HANDRAIL - BY CONTRACTOR
110. SIDE-HINGED H.M. DOOR - SEE DOOR SCHEDULE
111. SECTIONAL / AUTOMATIC DOOR
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211. WALL-MOUNTED LIGHT FIXTURE - SEE ELECTRICAL
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260. KELLY DOCK LEVELER
500. HORIZONTAL SINGLE SKIN METAL PANEL OVER IMP
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803. 12" H METAL TRIM
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805. MODULAR CANOPY

COLOR LEGEND

- SHERWIN WILLIAMS 6451 - NURTURE GREEN
- SHERWIN WILLIAMS 6767 - AQUARIUM
- SHERWIN WILLIAMS 6884 - OBSTATINATE ORANGE
- KINGSPAN - IMPERIAL WHITE
- KINGSPAN - NATURAL CHOICE
- KINGSPAN - SURREY BEIGE
- KINGSPAN - TAUPE STONE
- KINGSPAN - REGAL WHITE III
- KINGSPAN - RELAXED KHAKI
- MCBI - U-HAUL GREEN
- MCBI - U-HAUL SIERRA TAN
- MCBI - U-HAUL SIERRA SUNSET
- MCBI - U-HAUL GALVALUME
- TILT-WALL - LIGHT BROOM FINISH

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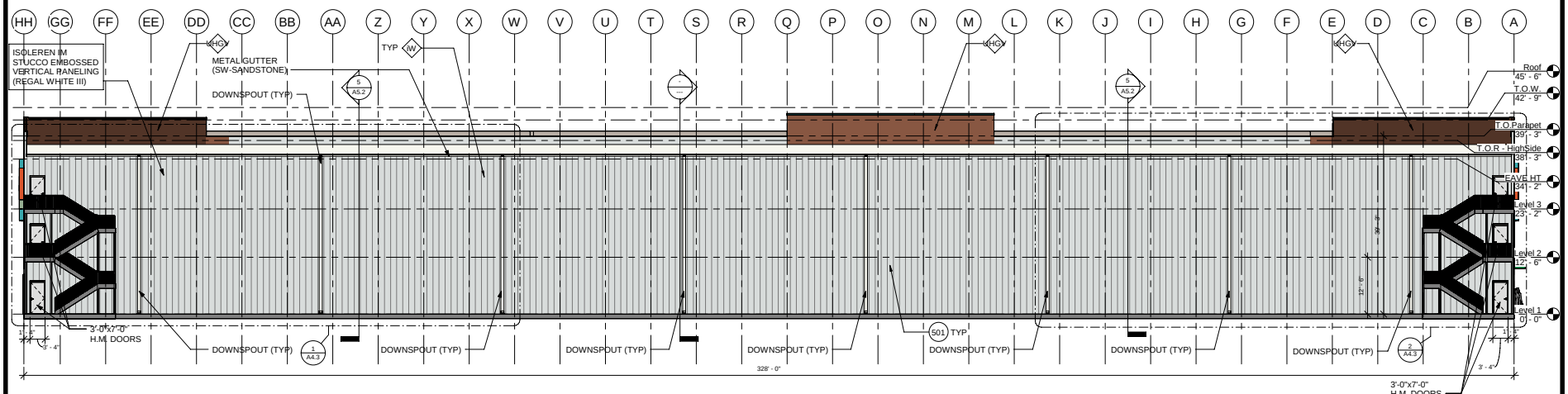
COORDINATE PANEL JOINTS WITH SPECIFIC PANEL MANUFACTURERS DETAILS.



4 WEST ELEVATION

SCALE: 3/32" = 1'-0"

SHEET NOTES:

REVISIONS:

NO	DATE	INITIALS	NOTES
1	12.03.24	JNT	ADDRESS UPDATE
2			
3			
4			
5			
6			
7			
8			

PROFESSIONAL SEAL:

STATE OF FLORIDA
JOHN NEIL THIELE
AR96556
REGISTERED ARCHITECT

ARCHITECT LOGO:

AMERCO REAL ESTATE COMPANY

CONSTRUCTION DEPARTMENT
2727 NORTH CENTRAL AVENUE
PHOENIX, ARIZONA 85004
PH: (602) 263-6502

SITE ADDRESS:
U-HAUL MOVING & STORAGE - PALM COAST
4355 US HWY 1 N
Bunnell, FL 32110

SHEET CONTENTS:
BUILDING ELEVATIONS

829076

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DATE: 07.24.2024
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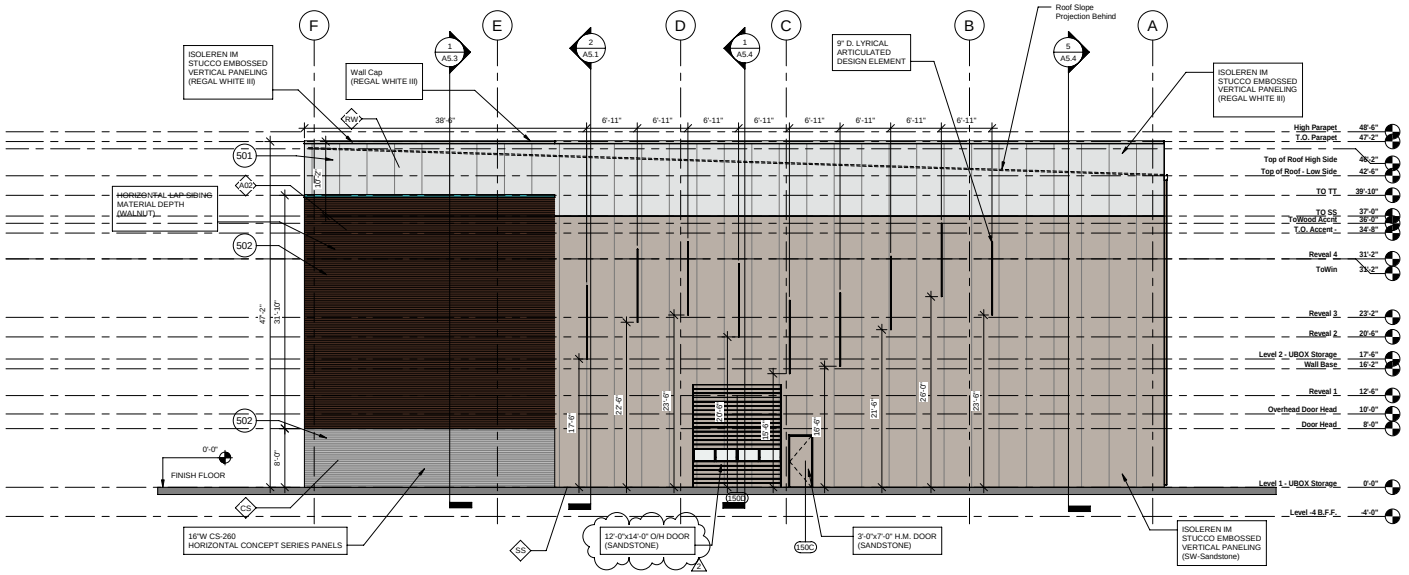

1 BUILDING - B / NORTH ELEVATION

SCALE: 1/8" = 1'-0"

55.	LOW EAVE DRIP EDGE TRIM
57.	DOUBLE LOCKING STANDING SEAM ROOF
66.	ROOF LINE, FLOOR, WALL BEYOND
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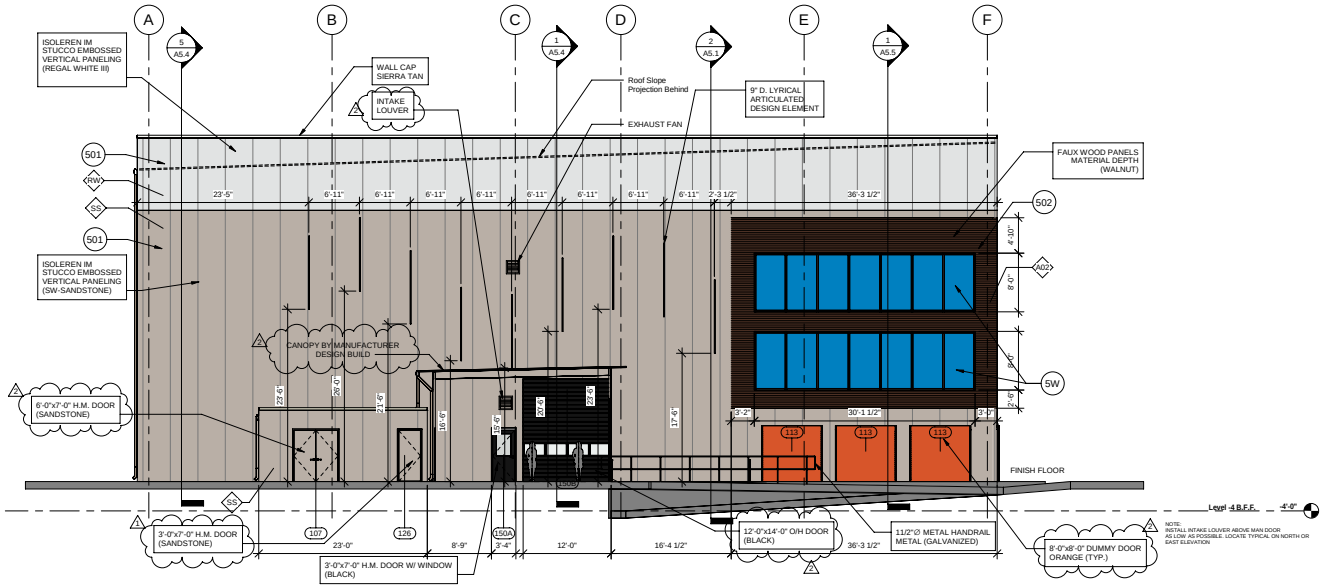

2 BUILDING - B / SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

PNG	SHERWIN WILLIAMS 6451 - NURTURE GREEN
PNG	SHERWIN WILLIAMS 6767 - AQUARIUM
PNG	SHERWIN WILLIAMS 6884 - OBSTATINATE ORANGE
KW	KINGSPAN - IMPERIAL WHITE
KC	KINGSPAN - NATURAL CHOICE
KB	KINGSPAN - SURREY BEIGE
KS	KINGSPAN - SANDSTONE
KT	KINGSPAN - TAUPE STONE
KW	KINGSPAN - REGAL WHITE III
KK	KINGSPAN - RELEAXED KHAKI
CS	CS-260 - CENTRIA PANELS
A02	A02 ATAS - WOODLAND SERIES WALNUT
MGG	MCBI - U-HAUL GREEN
MGT	MCBI - U-HAUL SIERRA TAN
MGS	MCBI - U-HAUL SIERRA SUNSET
MGA	MCBI - U-HAUL GALVALUME
MWTW	TILT-WALL - LIGHT BROOM FINISH

NOTE: REFER TO UHI DESIGN DRAWING (DSD) FOR ADDITIONAL INFORMATION.

ALL MATERIAL/COLOR CHANGES NEED TO START AND STOP AT PANEL JOINTS. REVIEW WITH U-HAUL PERSONNEL PRIOR TO ORDERING/INSTALLATION.

COORDINATE PANEL JOINTS WITH SPECIFIC PANEL MANUFACTURERS DETAILS.

SHEET NOTES:

REVISIONS:

NO.	DATE	REVISIONS / UPDATE	INITIALS
1	11/15/2023	NOTES	JNT
2	12/15/2023		

PROFESSIONAL SEAL:

JOHN NEIL TATE — ARIZONA — REGISTERED ARCHITECT

ARCHITECT LOGO:

AMERCO REAL ESTATE COMPANY

CONSTRUCTION DEPARTMENT 2727 NORTH CENTRAL AVENUE PHOENIX, ARIZONA 85004
PH: (602) 263-6502

SITE ADDRESS:

U-HAUL MOVING & STORAGE - Palm Coast
4347 US HWY 1 N
Bunnell, FL 32110

SHEET CONTENTS:

BUILDING ELEVATIONS

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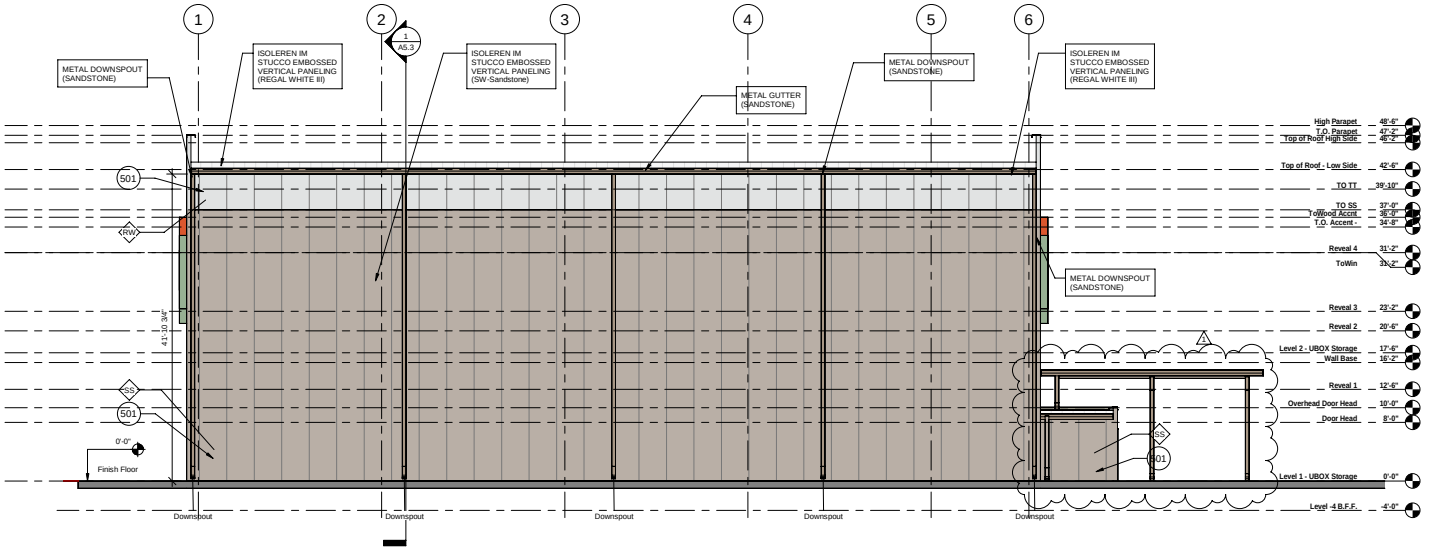

1 BUILDING - B / WEST ELEVATION

SCALE: 1/8" = 1'-0"

55. LOW EAVE DRIP EDGE TRIM
57. DOUBLE LOCKING STANDING SEAM ROOF
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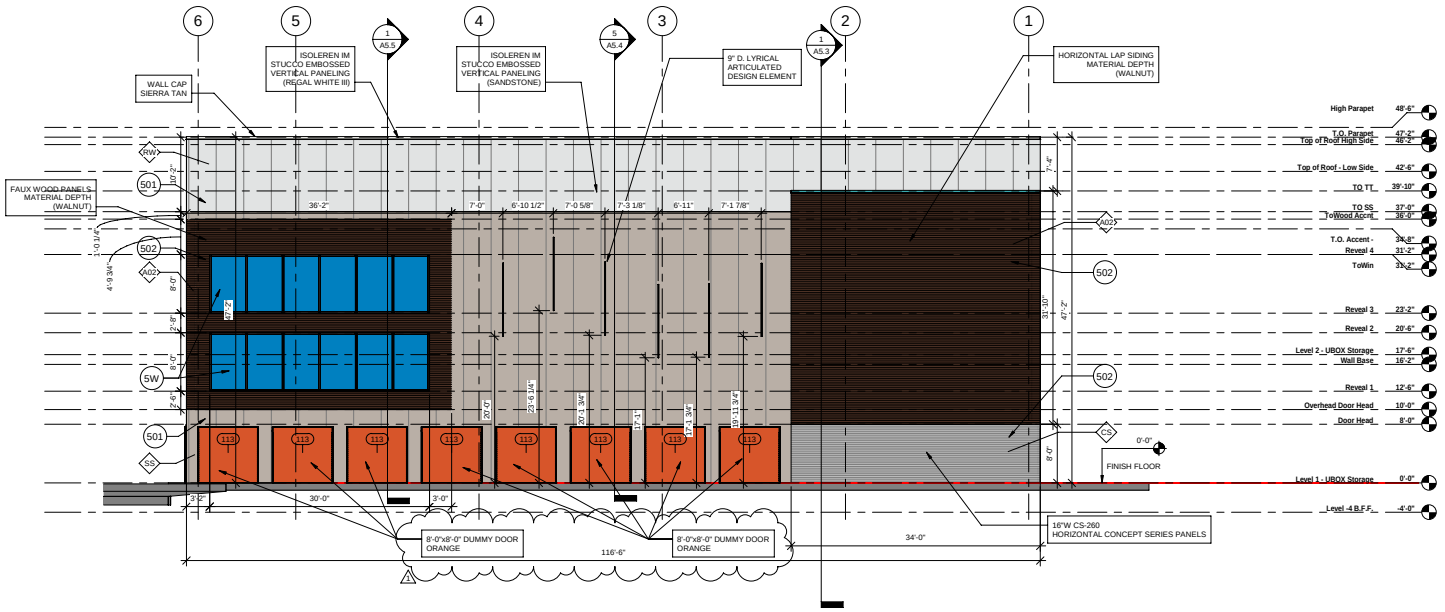

2 BUILDING - B / EAST ELEVATION

SCALE: 1/8" = 1'-0"

- SHERWIN WILLIAMS 6451 - NURTURE GREEN
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- CS-260 - CENTRIA PANELS
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COORDINATE PANEL JOINTS WITH SPECIFIC PANEL MANUFACTURERS DETAILS.

SHEET NOTES:

REVISIONS:

NO.	DATE	INITIALS	NOTES
1	12/19/2024	JNT	ADDRESS UPDATE

PROFESSIONAL SEAL:

JOHN NEIL TATE
ARIZONA

ARCHITECT LOGO:

AMERCO REAL ESTATE COMPANY

CONSTRUCTION DEPARTMENT 2727 NORTH CENTRAL AVENUE PHOENIX, ARIZONA 85004
PH: (602) 263-6502

SITE ADDRESS:
U-HAUL MOVING & STORAGE - Palm Coast
4347 US HWY 1 N
Bunnell, FL 32110

SHEET CONTENTS:
BUILDING ELEVATIONS

829076

DRAWN:	APF	A4.2
CHECKED:	JNT	
DATE:	07.24.2024	

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City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026 **Agenda Item:** I.1

Department	COMMUNITY DEVELOPMENT	**Amount**	$280,000.00
Division	PLANNING	**Org/Account #**	21097011-061000-54621

Subject: RESOLUTION 2026-XX APPROVING A CONTRACT FOR PURCHASE AND SALE WITH U-HAUL CO. OF FLORIDA FOR FUTURE RIGHT-OF-WAY

Presenter: **Phong Nguyen, PTP, Planning Manager**

Attachments:

1. RESOLUTION
2. CONTRACT FOR PURCHASE AND SALE WITH U-HAUL CO OF FLORIDA

Background:

The City of Palm Coast has requested a portion of land owned by U-Haul Co. of Florida (U-Haul) for future right-of-way (ROW). U-Haul submitted a technical site plan for their project along US 1 across from Whiteview Parkway. The City's request was for 200' feet of property on the southern side of U-Haul's property for the future ROW. This future ROW will be used as a connector to the westward expansion project(s).

The purchase price for the ROW Property is $280,000. In lieu of paying the appraised amount of $700,000 for this property, the City will provide transportation impact fees credit to U-Haul in addition to the Purchase Price the amount equal to the assessed transportation impact fees assessed at time of building permit but not to exceed $220,000 for the project known as "U-Haul Storage Facilities" which is located on the westside of US-1 at White View Parkway. U-Haul further agreed to the forfeiture the remaining balance of transportation impact fee credit exceeding the total amount stated above of $500,000 and shall not seek such credit.

Source of Funds Worksheet

Original Budget: $280,000.00
Total Expended/Encumbered to Date: $0.00
Pending Work Orders.Contracts: $0.00
Current (WO/Contract): $280,000.00
Balance: $0.00

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING A CONTRACT FOR PURCHASE AND SALE WITH U-HAUL CO. OF FLORIDA FOR FUTURE RIGHT-OF-WAY

RESOLUTION 2026-
PURCHASE OF RIGHT-OF-WAY
U-HAUL CO OF FLORIDA PROPERTY

A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT FOR PURCHASE AND SALE WITH U-HAUL CO OF FLORIDA; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, U-Haul Co of Florida (hereafter known as Property Owner) are willing to sell a portion of their property located along US 1, Parcel ID #27-11-30-0000-01010-0010 to the City of Palm Coast for future right-of-way; and

WHEREAS, the City of Palm Coast desires to contract with the Property Owner for the purchase of a portion of their property for future right-of-way.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF THE CONTRACT FOR PURCHASE AND SALE. The City Council hereby approves the terms and conditions of the Contract for Purchase and Sale with U-Haul Co of Florida, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreement as depicted in Exhibit "A."

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent

jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 21st day of April 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” -Purchase and Sale Contract with U-Haul Co of Florida

CONTRACT FOR PURCHASE AND SALE

THIS **CONTRACT FOR PURCHASE AND SALE** ("**Contract**") is made by and between **U-Haul Co of Florida**, a Florida company (hereinafter referred to as "**Seller**"), with a principal address of 2727 N. Central Avenue, Phoenix, Arizona, 85004 and the **CITY OF PALM COAST, FLORIDA**, a municipal corporation, ("**Buyer**") with a principal address of 160 Lake Avenue, Palm Coast, FL 32164. For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy, and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

ARTICLE I - PROPERTY

The real property which is the subject matter of this Contract consists of a portion of parcel identification number 27-11-30-0000-01010-0010 and is generally depicted in **Exhibit A,** attached hereto and made a part hereof.

ARTICLE II - PURCHASE PRICE

Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be Two hundred eighty thousand dollars and no cents 00/100 ($280,000). In lieu of paying the appraised amount of $700,000 for this property, the Buyer will provide transportation impact fees credit to Seller in addition to the Purchase Price the amount equal to the assessed transportation impact fees assessed at time of building permit but not to exceed $220,000 for the project known as "U-Haul Storage Facilities" which is located on the westside of US-1 at White View Parkway. Seller further agrees to the forfeiture the remaining balance of transportation impact fee credit exceeding the total amount stated above of $500,000 and shall not seek such credit.

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**"), the Purchase Price applied to closing costs and the deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing. The closing date shall be on or before 90 days following the Effective Date.

ARTICLE IV - TERMS AND CONDITIONS

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title**. Buyer, at Buyer's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the purchase price of the property, naming Buyer as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Property to be vested in Buyer, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use for public purposes; exceptions permitted by the

provisions of this Contract; and those exceptions which are capable of and are actually to be discharged by Seller at or before Closing (all other exceptions to title being deemed title defects for purposes of this contract). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, Buyer shall, within ten (10) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have twenty (20) days from the receipt of Buyer's notice specifying the title defects to cure the defects and, if after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract.

4.2. **Survey**. Buyer may, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor dated no earlier than thirty (30) days before Closing, or in the alternative, an update of an earlier survey re-dated to a point in time no earlier than the last thirty (30) days. If the Survey shows any encroachments onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Buyer shall notify Seller in writing to that effect specifying the defects. Seller shall have until thirty (30) days from receipt of Buyer's notice specifying the Survey defects in which to cure such defects. If after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Buyer shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract.

The parties acknowledge that upon the execution of this Contract the only available legal description of the Property was the legal description of the Property contained within Article I of the Contract. The survey description shall be incorporated into this Contract as if included herein at the Effective Date of this Contract. The survey and legal description shall be approved by both parties prior to incorporation into the Contract. Said approval shall not be unreasonably withheld by the parties.

At Closing, Seller will furnish Buyer with an Affidavit Regarding Survey (i) testifying to the absence of any encroachments not shown on the survey; and (ii) testifying that Seller has not granted or caused to be granted any license to use or any right to enter upon the Property.

4.3. **Conveyance**. Seller shall convey title to the Property to Buyer by Warranty Deed (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence provided to and accepted or deemed accepted by Buyer.

4.4. **Closing Affidavit**. At the Closing, Seller shall furnish Buyer with an affidavit (i)

testifying to the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior to recording the Deed which would adversely affect the title to the Property, (iv) testifying that possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance Company will be able to eliminate all standard exceptions from the Title Commitment at Closing, except for taxes for the year of Closing which are not yet due or payable.

4.5. **Place of Closing**. Closing shall be held by express courier or at the offices of the title agent or at the Douglas Law Firm or such other location as is mutually agreed upon by Buyer and Seller.

4.6. **Documents for Closing**. Buyer's attorney or title agent shall prepare the Deed, Seller's affidavit, closing statement, and any corrective instruments that may be required in connection with perfecting title.

4.7. **Expenses**. State documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Seller. Buyer shall pay for the title insurance premium, recording the Deed and all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender.

4.8. **Proration of Taxes; Real and Personal**. Seller shall be responsible for real estate and personal property taxes owing for tax years prior to the current calendar year, if any, and for the portion of the current calendar year during which Seller owned the Property (*i.e.*, Seller shall be responsible for real estate and personal property taxes owing for the period beginning on January 1, and ending (but not including) on the Closing date. Unless Buyer is exempt from payment thereof by applicable law, Buyer shall be responsible for real estate and personal property taxes owing for the period commencing on the Closing date and ending on December 31. The Escrow Agent shall ensure compliance with Florida Statute 196.295 at settlement. Buyer shall pay any real and personal property taxes billed with respect to the Property after Closing. Buyer shall be solely responsible for and hold Seller harmless from any so-called "rollback" or similar taxes or assessments owing on the Property resulting from the sale thereof to Buyer or any change in the improvements or the use of the Property by Buyer following Closing.

4.9. **Special Assessment Liens**. Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are

certified, confirmed and ratified but payable in installments post Closing shall be paid in full by Seller at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer; provided, however, that if the improvements which form the basis for such special assessment are substantially completed as of the date of Closing they shall be deemed to have been certified, confirmed or ratified and Buyer shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvement made by the appropriate public body.

4.10. **Default**. If Buyer fails to perform any of Buyer's covenants set forth in this Contract, the Deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedy, the right of specific performance against Seller.

4.11. **Severability**. If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.12. **Complete Agreement**. This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

4.13. **Notices**. Notices to Seller and Buyer shall be deemed delivered (i) when hand delivered, or (ii) one (1) business day following delivery to an express delivery courier, such as Federal Express, or (iii) three (3) days following deposit in U.S. mail, certified, return receipt requested. Notice shall be given to the following addresses:

To Seller: U-Haul Co of Florida
Attention: Matt Braccia
2727 N. Central Avenue
Phoenix, AZ 85004

To Buyer: City of Palm Coast
Attention: City Manager
160 Lake Avenue
Palm Coast, FL 32164

4.14. **FIRPTA - Right to Withhold**. If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code, Buyer is required to withhold up to 15% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the Seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice

regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for $300,000 or less. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of up to fifteen percent (15%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.15. **Environmental Status**. Seller warrants and represents to Buyer that, to Seller's knowledge, (i) the Property is free of all hazardous waste or substances except as may be permitted by applicable law; (ii) that the Property has been operated and maintained in compliance with all applicable environmental laws, statutes, ordinances, rules and regulations; (iii) no other release of any hazardous waste or substances has taken place on the Property, (iv) no migration of hazardous waste or substances has taken place from the Property which would cause the release of any hazardous waste or substance on any adjoining lands or any other lands in the vicinity of the Property; and (v) there are no bulk or underground tanks on or in the Property, and, no bulk or underground storage tanks have ever been located on or in the Property.

The term hazardous waste or substances shall include those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., and in the regulations promulgated pursuant to said laws or any replacement thereof; such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

Seller has no notice or knowledge of the on-site existence of any "Endangered and Threatened Species," flora and fauna as identified by the U.S. Fish and Wildlife Service's "List of Endangered and Threatened Wildlife and Plants" as may be amended from time to time. Seller further warrants no knowledge of the on-site existence of any upland conservation areas which are preserved, or may be preserved, for the purposes of providing of wildlife habitat.

Seller will sign an affidavit at closing similar to the terms of this section, and the provisions of this Section 4.15 shall survive the Closing or earlier termination of this Contract.

4.16. **Right of Inspection**. During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and to the extent of the monetary limitations in Fla. Stat. 768.28, Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. This does not waive Buyer's right to sovereign immunity. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder.

4.17. **WAIVER OF TRIAL BY JURY**. SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY REGARDING ANY LITIGATION BASED OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

ARTICLE V - SPECIAL CONDITIONS

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Condition Precedent**. Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Buyer's City Council at a public meeting, pursuant to §166.045, Fla. Stat.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

(C) Seller shall fully comply with the provisions of Section 286.23, Florida Statutes by executing and delivering an Affidavit in the form of the Affidavit of Interest in Real Property - Florida Statute 286.23, a copy of which is attached hereto as **Exhibit "B."**

5.2. **Inspection Period**. Buyer shall have until the date of Closing (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.16: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Should Buyer for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller.

5.3. **Delivery of Materials**. Within five (5) days after the Effective Date of this Contract, Seller shall deliver to Buyer copies of all existing studies, tests, environmental audits, soil borings results, surveys, site plans, reports, plans, permits, petitions, warranties, applications, certificates, reservations, agreements, development orders, approvals, maps, aerials and related materials in its possession relating to the Property.

5.4. **Brokerage**. Buyer and Seller represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.5. **Seller Warranties**. During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.6. **Seller Not to Convey**. Seller shall not convey any interest in the Property after the signing of this Contract without the prior joinder and written consent of the Buyer.

5.7. **Extensions of Closing Date**. Buyer shall have the unilateral and absolute right to exercise one thirty (30) day extension of the Closing Date. Buyer shall exercise the extension by providing at least three (3) days written notice to Seller. Any other extension shall be by mutual agreement of the parties.

5.8. **Waiver/Time.** The waiver of any breach of any provision hereunder by Buyer or Seller shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure to delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Contract falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. Where used herein, the term "business days" shall be those days other than

Saturdays, Sundays or legal holidays.

5.9. **Headings; Entire Agreement; Governing Law**. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and this Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year indicated on the previous page.

THIS AREA LEFT INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW

WITNESSES:

Stephanie Ceja

Stephanie Ceja
(print)

Vera Valenzuela

Vera Valenzuela
(print)

SELLER: U-Haul Co of Florida

By: _____

Date: 4-10-2026

WITNESSES:

_____

_____
(print)

_____

_____
(print)

BUYER:
CITY OF PALM COAST, FLORIDA

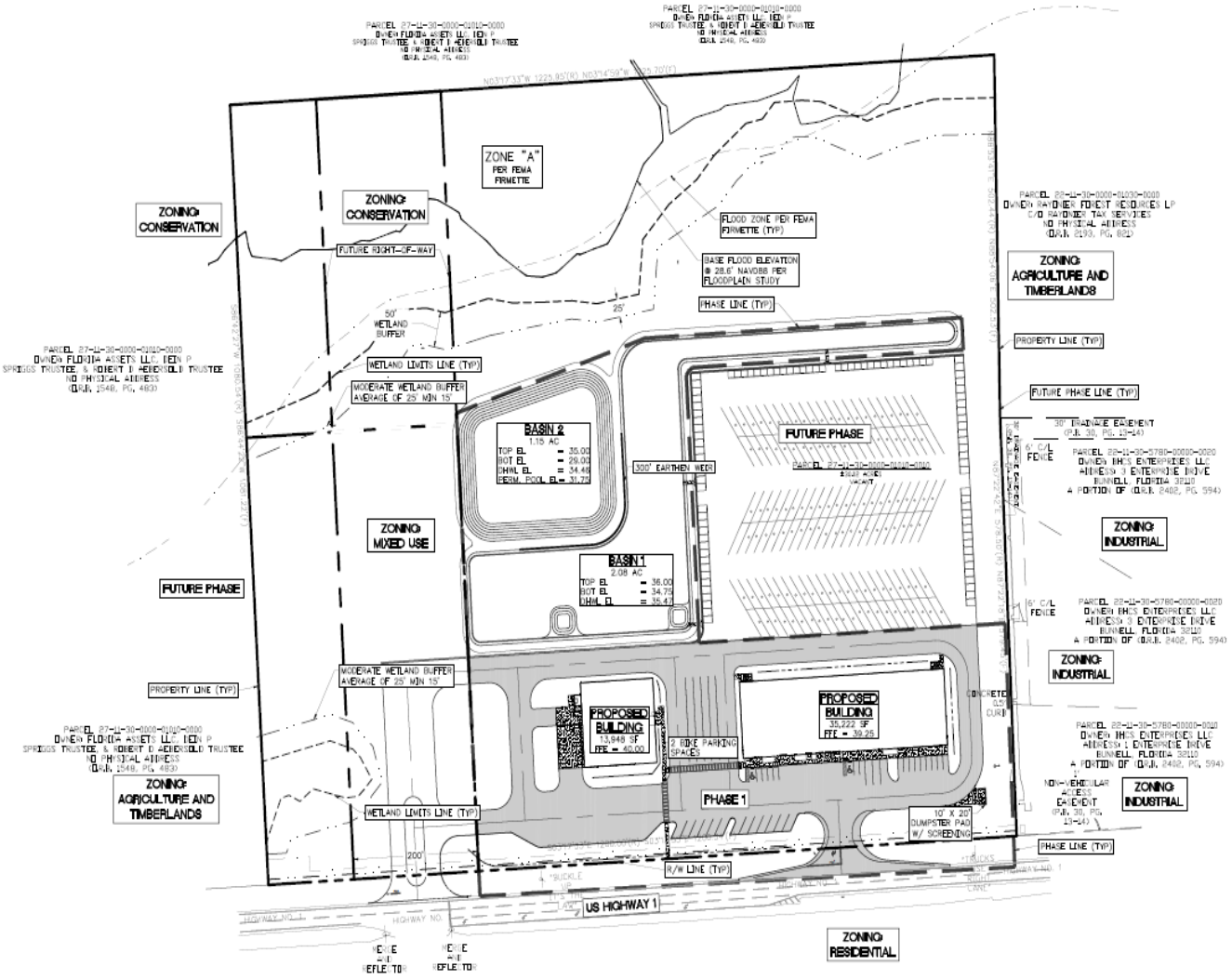
By: _____
Mike McGlothlin, City Manager

ATTEST:

By: _____
Kaley Cook , City Clerk

Date: _____

[CITY SEAL]


ZONING: CONSERVATION
ZONE "A"
PER FEMA FIRMETTE
ZONING: CONSERVATION
FUTURE RIGHT-OF-WAY
FLOOD ZONE PER FEMA FIRMETTE (TYP)
BASE FLOOD ELEVATION @ 28.6' NAVD88 PER FLOODPLAIN STUDY
PHASE LINE (TYP)
ZONING: AGRICULTURE AND TIMBERLANDS
PROPERTY LINE (TYP)
50' WETLAND BUFFER
WETLAND LIMITS LINE (TYP)
MODERATE WETLAND BUFFER AVERAGE OF 25' MIN 15'
FUTURE PHASE LINE (TYP)
BASIN 2
1.15 AC
TOP EL = 35.00
BOT EL = 29.00
DHWL EL = 34.48
PERM. POOL EL = 31.72
FUTURE PHASE
300' EARTHEN BERM
30' DRAINAGE EASEMENT (P.B. 30, PG. 13-14)
6' C/L FENCE
ZONING: INDUSTRIAL
ZONING: MIXED USE
BASIN 1
2.08 AC
TOP EL = 38.00
BOT EL = 34.75
DHWL EL = 35.41
FUTURE PHASE
MODERATE WETLAND BUFFER AVERAGE OF 25' MIN 15'
PROPERTY LINE (TYP)
PROPOSED BUILDING
13,946 SF
FFE = 40.00
PROPOSED BUILDING
35,222 SF
FFE = 39.25
CONCRETE
ZONING: INDUSTRIAL
ZONING: AGRICULTURE AND TIMBERLANDS
WETLAND LIMITS LINE (TYP)
PHASE 1
10' X 20' DUMPSTER PAD W/ SCREENING
NON-VEHICULAR ACCESS EASEMENT (P.B. 30, PG. 13-14)
ZONING: INDUSTRIAL
PHASE LINE (TYP)
R/W LINE (TYP)
US HIGHWAY 1
ZONING: RESIDENTIAL

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this _____ day of _____, 2026, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms that the following is true:

1. The Affiant is the Assistant Secretary of U-Haul Co of Florida, a Florida corporation, the legal title holder of the real property described on the attached Exhibit "B-1"; and *(select appropriate option below):*

☐ *(check if applicable)* – The name(s) and address(es) of every person having a beneficial interest in the real property described on the attached Exhibit "B-1" ("Property") however small or minimal is/are:

	Name	Address
a)		
b)		
c)		

☐ *(check if applicable)* – All beneficial interests in the Property are exempt from disclosure because the entity identified above as the owner of the Property is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

2. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23 and will be relied upon by the City of Palm Coast in the conveyance of the Property.

3. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the United States and the State of Florida for falsely swearing to statements under oath.

4. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

WITNESSES:

_____ By:_____

_____
(print)

_____

_____
(print)

STATE OF _____

COUNTY OF _____

SWORN TO and subscribed before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2026, by _____, as _____, (check one) ☐ who is personally known to me or ☐ who provided _____ as identification.

_____
Notary Public
Print Name: _____
My commission expires:

EXHIBIT "B"

AFFIDAVIT OF INTEREST IN REAL PROPERTY – F.S. 286.23

EXHIBIT "B-1"
[LEGAL]

A PARCEL OF LAND LYING WEST OF U.S. HIGHWAY NO. 1, IN GOVERNMENT SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER (1/4) CORNER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 30 EAST, THENCE NORTH 87º22'42" EAST ALONG THE NORTH LINE OF SECTION 27 A DISTRANCE OF 578.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE SOUTH 03º17'33" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1200.00 FEET; THENCE DEPARTING U.S. HIGHWAY NO. 1, SOUTH 86º42'27" WEST A DISTRANCE OF 1080.54 FEET; THENCE NORTH 03º17'33" WEST A DISTANCE OF 1225.95 FEET TO A POINT ON THENORTH LINE OF SECTION 27; THENCE NORTH 88º53'41" EAST ALONG THE NORTH LINE OF SECTION 27 A DISTANCE OF 520.44 FEET TO THEPOINT OF BEGINNING.

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026 **Agenda Item:** I.2

Department STORMWATER AND ENGINEERING **Division** CONSTRUCTION MGT AND ENGINEERING	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX APPROVING FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT FOR THE PALM COAST PARKWAY EXTENSION LOOP ROAD PHASE 3 PROJECT

Presenter: **Carl L Cote, Director of Stormwater and Engineering**

Attachments:

1. Resolution
2. Draft Grant Fund Agreement

Background:

The City of Palm Coast identified the Matanzas Woods Parkway & Palm Coast Parkway Loop Road Project as a Legislative Priority. This multi-phase infrastructure project supports long-range mobility planning, regional connectivity, and anticipated growth within the city.

The Palm Coast Parkway Extension Loop Road - Phase 3 project limits will be from the US 1 and Palm Coast Parkway intersection, on the east end, over the Florida East Coast (FEC) railroad line, to the southern limits of the Loop Road Connector. Design and construction improvements will include a new full-depth roadway and infrastructure to support economic development.

City Staff is requesting approval of Florida Department of Transportation (FDOT) State-Funded Grant Agreement (FPN#454716-1-54-01) in the amount of $24,950,000.00 for the Palm Coast Parkway Extension Loop Road – Phase 3 Project.

This project is funded by Florida Department of Transportation Grant agreements with no local match requirement for this grant.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT FOR THE PALM COAST PARKWAY EXTENSION LOOP ROAD PHASE 3 PROJECT

RESOLUTION 2026-
MATANZAS WOODS PARKWAY EXTENSION
LOOP ROAD PROJECT PHASE 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A STATE-FUNDED GRANT AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR MATANZAS WOODS PARKWAY EXTENSION LOOP ROAD PROJECT – PHASE 3; AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Palm Coast desire to facilitate the Matanzas Woods Parkway Extension Loop Road Phase 3; and

WHEREAS, the State of Florida Department of Transportation has requested the City of Palm Cost to execute and deliver to the State of Florida Department of Transportation the State Funded Grant Agreement for the aforementioned project, financial project number (454716-1-54-01).

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF GRANT AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the for the aforementioned project, financial project number (454716-1-54-01) Grant agreement.

SECTION 3. AUTHORIZATION TO NEGOTITATE, FINALIZE, AND EXECUTE. The City Manager, or designee, has the authorization to negotiate, finalize, and execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments.

SECTION 5. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any action necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 21st day of April 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” Draft Agreement

STATE-FUNDED GRANT AGREEMENT

FPN: 454716-1-54-01	Fund: GR25	FLAIR Category: 088862
	Org Code: 55054010508	FLAIR Obj: 751100
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No:73	Contract No:	Vendor No: F593614294002

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and the City of Palm Coast, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☒ Specific Appropriation 2069A of Ch. 2024-231, Laws of Florida , Local Transportation Projects , (ALN 55.039)

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Palm Coast Parkway Extension Loop Road-Phase 3 project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before July 31, 2029. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $24,950,000.00 (Twenty-Four Million Nine Hundred Fifty Thousand Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $24,950,000.00 (Twenty-Four Million Nine Hundred Fifty Thousand Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed percentage to be determined based on the final contract amount% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of

contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the

equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit

the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☒ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☒ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: Exhibit M: Roadway Lighting Maintenance

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): Exhibit M: Roadway Lighting Maintenance
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF PALM COAST

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: James S. Stroz, Jr., P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 454716-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the City of Palm Coast (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The Palm Coast Parkway Extension Loop Road - Phase 3 project is with the City of Palm Coast (Recipient). The limits of this project are from the US 1 and Palm Coast Parkway intersection, on the east end, over the Florida East Coast (FEC) railroad line, to the southern limits of the Loop Road Connector – Phase 4 project, on the west end.

The Recipient will complete a preliminary design for the entire project limits. The Recipient will complete the design, permitting, and construction of a portion of the project limits based on the project funding and acquired property rights.

Design and construction improvements will include a new full-depth roadway and infrastructure to support economic development.

The design and construction of all pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination and permitting are required and will be coordinated. Right-of-way acquisition is underway and is to be completed by the City (Recipient) prior to construction. The Agency shall construct the project within the limits of the existing right-of-way.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department and notify the Department prior to commencement of any right-of-way activities.

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right-of-way related maps and is a depiction of the right-of-way survey field work performed for a specific transportation project.

Notice to Proceed (NTP) to advertise construction must be requested from D5-LocalPrograms@dot.state.fl.us prior to advertisement. As-builts need to be prepared in accordance with CPAM Section 5.

Before beginning Construction, you must request Notice to Proceed from D5-LocalPrograms@dot.state.fl.us. Please provide a copy of the executed construction contract and the signed letter certifying the Right-of-Way/CCNA requirements when requesting the Notice to Proceed. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more often than monthly and no less than quarterly thereafter. If no billable or reimbursable activity has occurred during the initial and/or subsequent reporting periods, a PMSR shall be submitted reflecting the activity occurred during the reporting period, status of the project, and an explanation of why no reimbursement request is being submitted. Required documents should be submitted via email to D5-LocalPrograms@dot.state.fl.us.

In accordance with Exhibit O, Section 1.m, for projects involving construction on, under, or over the Department's right-of-way, the Recipient shall schedule a joint on site review/final walk-thru with FDOT when construction is substantially complete and no less than 2 weeks prior to the scheduled final completion. The Recipient shall contact the FDOT D5-Construction Special Projects Office via email at D5-ConstructionSpecialProjects@dot.state.fl.us to schedule the joint on site review/final walk-thru. The joint on site review/final walk-thru should not be considered an approval of the work by the Department nor a substitution for the Recipient's obligation to ensure that all work and deliverables comply with the SFGA terms and conditions.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) 30% Plans Submittal to be completed by July 28, 2026.
b) 60% Plans Submittal to be completed by September 26,2026.
c) 90% Plans Submittal to be completed by November 25, 2026.
d) Final Signed & Sealed Plans Submittal to be completed by January 24, 2027.
e) Construction contract to be let (Bid Opening) by April 24, 2027.
f) Construction Duration of 632 days.
g) Construction to be completed (Final Acceptance) by March 30, 2029.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Should the preliminary design result in improvements on Department right-of-way, maintenance obligations, as outlined in Section 11, will be addressed via a Supplemental Agreement. Said Supplemental Agreement will be executed prior to issuance of notice to proceed (NTP) to advertise construction.

Invoice payments will be made on a pro-rata basis as a percentage of the state funding amount compared to the actual award amount. In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The remainder of this page intentionally left blank.

STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
City of Palm Coast 160 Lake Avenue Palm Coast, Florida, 32164	454716-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2025-2026**	Maximum Department Participation (Local Transportation Projects)	$24,950,000.00	$0.00	$24,950,000.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$24,950,000.00 %	$ 0.00 %	$24,950,000.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$24,950,000.00	$ 0.00	$24,950,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature Date

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and THE CITY OF PALM COAST

PROJECT DESCRIPTION: Palm Coast Parkway Extension Loop Road-Phase 3

FPID#: 454716-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☒ Local Transportation Projects, (ALN 55.039)

***Award Amount:** $24,950,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT "M"
ROADWAY LIGHTING MAINTENANCE

Paragraph 11 is modified to include the following provisions:

1. Maintenance

a) The Recipient shall, at its sole cost and expense, maintain the existing or to-be-installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Recipient shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights fully functioning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Recipient.

EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026

Department PUBLIC WORKS **Division** STREETS MAINTENANCE	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX AUTHORIZING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF PALM COAST AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY

Presenter: **Matthew Mancill, Director of Public Works**

Attachments:

1. Resolution
2. MOA

Background:

The resolution authorizes the renewal and execution of a Memorandum of Agreement (MOA) between the City of Palm Coast and the Florida Department of Transportation for the maintenance of state road rights-of-way within the city limits.

Under this agreement, the City's Public Works Department will perform routine maintenance activities, including mowing and litter removal, within designated state road rights-of-way. The specific roadway limits are identified in Exhibit "B" of the attached agreement, and the scope of maintenance activities to be performed is outlined in Exhibit "C."

Following execution of the agreement by both parties, the Florida Department of Transportation (FDOT) will issue a Notice to Proceed. The term of the agreement will commence on the effective date of the Notice to Proceed and continue for a period of three (3) years, with the option to renew for one additional three (3) year term.

FDOT agrees to compensate the City of Palm Coast for the cost of performing these maintenance services in accordance with the provisions of the agreement. The city will receive $36,587.37 per quarter, totaling $146,349.50 annually, for the duration of the agreement.

This agreement supports City Council Goal 3: To leverage the City's financial strengths while ensuring fiscal responsibility in delivering value-added services to residents and businesses. City staff recommends approval of this resolution to continue the partnership for the maintenance of state road rights-of-way.

Recommended Action:
ADOPT RESOLUTION 2026-XX AUTHORIZING A MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF PALM COAST AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY

RESOLUTION 2026-____
MEMORANDUM OF AGREEMENT
WITH FLORIDA DEPARTMENT OF TRANSPORTATION
FOR MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAYS BY THE CITY OF PALM COAST; PROVIDING LEGISLATIVE AND ADMINISTRATIVE FINDINGS; PROVIDING FOR FUTURE AMENDMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Department of Transportation (FDOT) desires for the City of Palm Coast to maintain State Road Rights-of-Way; and

WHEREAS, the City of Palm Coast desires to provide for the maintenance of State Road Rights-of-Way for FDOT.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council.

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Memorandum of Agreement (MOA) with Florida Department of Transportation (FDOT), for maintenance of State Road Right-Of-Ways as attached hereto and incorporate herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO NEGOTIATE AND FINALIZE AND EXECUTE. The City Manager, or designee is hereby authorized to negotiate, finalize and execute the necessary documents.

SECTION 4. 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 impart the validity, force or effect of any other section or part of the Resolution.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 21st day of April 2026.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY:

_____

MARCUS DUFFY, CITY ATTORNEY

Attachments: Exhibit A- MOA with FDOT

HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

CONTRACT NO.: AT663

FINANCIAL PROJECT NO.:417364-1-78-04

This AGREEMENT, entered this _____ day of _____, 20____, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and City of Palm Coast, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT,** for the purpose of safety and functionality**,** has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the _____day of_____, 20____ attached hereto as **EXHIBIT"A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.

2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications**:**

    a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

b) Standard Plans, current edition, which by reference hereto shall become a part hereof.

3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic ("MOT") throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.

4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT "C"** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT's** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:

   a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
   b) Terminate this Agreement in accordance with the provisions of this Agreement.

5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT's** right of way described in **EXHIBIT "B"** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT "C"**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT's** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.

6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT which may be sent by electronic mail at the DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.

2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.

3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of $25,000 and having a term for a period of more than one year.

COMPENSATION

1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT,** following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of $36,587.25 per quarter, equating to $146,349.00 per year for the duration of the term.

2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Tammy Wright. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.

   a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.

c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT.** Interest penalties of less than one ($1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT.**

d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
   a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
   b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
   c) The **DEPARTMENT** determines that the Agreement is no longer feasible.

2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Maintenance Mananger
Name: James (Jim) Read
Address: 1650 N. Kepler Road, Deland FL 32724
Telephone: 386-740-3482
Email: James.Read@dot.state.fl.us

b) For the **LOCAL GOVERNMENT:**

Title: Director of Public Works
Name: Matthew Mancill
Address: 1 Wellfield Grade
Telephone: 386-986-2333
Email: MMancill@palmcoastgov.com

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
   a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
   b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
   c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
   d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT's** right-of-way.
   e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT's** obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees."

12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

16) **E-VERIFY – the LOCAL GOVERNMENT shall:**
   a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
   b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

_____
Printed Name & Title

Attest: _____

_____
Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____

Ron J. Meade, P.E., District Maintenance Engineer
Printed Name & Title

Attest: _____

Kristen Webb, Maintenance Project Manager
Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

SECTION	S.R.	LOCATION	LENGTH
73010-000	5	Palm Coast Limits (MP:5.528 to MP: 9.091)	3.563
73010-000	5	Otis Stone Hunter Road (MP: 13.674) to St. Johns County Line (MP: 23.673)	9.999
73020-000	100	West of Belle Parkway (MP: 2.255) to Colbert Lane (MP: 6.540) Excludes in Interchange at I-95 from (MP: 4.671-MP: 4.766) Ponds in area MP 5.735 and 6.337	4.19

EXHIBIT C

MAINTENANCE ACTIVITIES:
(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

INC.	ACTIVITY	DESCRIPTION
☐	433	**Sodding:** Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	**Seeding, Fertilizing and Mulching:** Seeding, fertilizing, and mulching of the roadside.
☐	436	**Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical):** Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	**Clean Drainage Structures:** Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☐	459	**Concrete Sidewalk Repair:** Repair or replacement of existing sections of concrete sidewalk.
☐	461	**Roadside Ditches – Clean and Reshape:** Cleaning and reshaping of ditches other than outfalls.
☒	471	**Large Machine Mowing:** Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	**Slope Mowing:** Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☐	485	**Small Machine Mowing:** Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☒	487	**Manual Weed Control**: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☐	490	**Fertilizing:** Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	**Tree Trimming & Removal:** The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	**Landscaped Area Maintenance:** All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	**Chemical Grass and Weed Control**: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	**Storm Water Management:** To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	**Fence Repair:** To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	**Roadside Litter Removal:** Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☐	542	**Road Sweeping (Manual):** To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	**Road Sweeping (mechanical):** Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	**Edging & Sweeping:** Removal of vegetation and debris from the curb, gutter and sidewalk.
☐		
☐		
☐		
☐		
☐		
☐		
☐		
☐		

Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

JARED PURDUE, P.E.
SECRETARY

Date: March 23, 2026

Matthew Mancill
City of Palm Coast
1 Wellfield Grade
Palm Coast, FL 32137
mmancill@palmcoastgov.com

RE: Maintenance Memorandum of Agreement (MOA)
Notice of Contract Expiration
Old Contract No.: AST43
New Contract No.: AT663
County: Flagler
Financial Project No.: 417364-1-78-04

Dear Mr. Mancill:

The term of the current MOA expires on 03/24/2026; a new Agreement is required to be executed as soon as possible to avoid an extended lapse of service. The new Agreement is provided with this letter.
Please adopt a Resolution which officially recognizes the MOA and authorizes who may execute it on behalf of the city. A sample Resolution is included. Please complete the City's signature block on page 5 and do not fill in the date on page 1.

Please ***email*** the signed MOA and Resolution to me to assure that it is fully executed in a timely manner. Paper copies are no longer accepted. If you have any questions, please contact me at 386-740-3460.

Sincerely,

Tammy Wright
Contract Coordinator II

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026 **Agenda Item:** I.4

Department STORMWATER AND ENGINEERING **Division** CONSTRUCTION MGT AND ENGINEERING	**Amount** **Org/Account #** Multiple Accounts City-wide

Subject: RESOLUTION 2026-XX APPROVING PIGGYBACKING THE TEXAS BUYBOARD NATIONAL COOPERATIVE CONTRACT (#795-26) WITH ITERIS, INC., FOR TRAFFIC SIGNAL SYSTEMS AND SAFETY BARRIER PRODUCTS AS NEEDED

Presenter: Carl L Cote, Director of Stormwater and Engineering

Attachments:

1. Resolution
2. Draft Agreement

Background:

City staff is recommending piggybacking the Texas BuyBoard National Cooperative Contract (#795-26) with Iteris, Inc., through (03/31/2027) for traffic signal systems and safety barrier products as needed.

This item utilizes a piggyback contract, allowing the City to adopt competitively solicited agreements established by other governmental entities. This method reduces administrative burden, accelerates procurement timelines, and provides access to pre-negotiated pricing, terms, and vendor performance standards. All piggyback contracts are reviewed by the City Attorney to ensure legal sufficiency and compliance with applicable laws. When the original contract originates from an agency outside the State of Florida, the City incorporates necessary provisions to ensure conformity with Florida law and local procurement requirements. This approach maintains compliance with state purchasing standards while promoting cost efficiency and enabling staff to focus on core service delivery.

City staff will make purchases on an as-needed basis using budgeted funds appropriated by City Council.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING PIGGYBACKING THE TEXAS BUYBOARD NATIONAL COOPERATIVE CONTRACT (#795-26) WITH ITERIS, INC. FOR TRAFFIC SIGNAL SYSTEMS AND SAFETY BARRIER PRODUCTS AS NEEDED

RESOLUTION 2026-
ITERIS PIGGYBACK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE TEXAS BUYBOARD NATIONAL COOPERATIVE CONTRACT (795-26) WITH ITERIS, INC., FOR TRAFFIC SIGNAL SYSTEMS AND SAFETY BARRIER PRODUCTS ON AN AS-NEEDED; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Iteris, Inc., has expressed a desire to provide traffic signal systems and safety barrier products to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the Texas BuyBoard National Coorperative Contract (#795-26) with Iteris, Inc., for the above-mentioned purchases on an as-needed basis.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the contract between Texas BuyBoard National Coorperative Contract (#795-26) and Iteris, Inc., for traffic signal systems and safety barrier products as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Piggyback Agreement for changes totaling less than $50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute

amendments to the Piggyback Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. 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 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any action necessary to implement the action taken in this Resolution.

SECTION 8. 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 21st day of April 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” Piggyback Contract with Iteris, Inc.

Docusign Envelope ID: 2B478E8D-87D2-4A3C-88F8-F95E49EC17BA

CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Iteris, Inc.

Bid/Contract Ref # Proposal Invitation No. 795-26–Traffic Signal Systems and Safety Barrier Products

Agency Name: Texas BuyBoard National Cooperative

Contract Type: Piggyback

Contract Value OVER $50K

Resolution # 2026-_____ **City Council Approval Date:**_____

Contract Term End Date 3/31/2027

Renewable Y/N Y **If yes # and length of renewals:** At the discretion of the Cooperative

City's Project Manager(s) Tyler Gibson

In Process

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Texas BuyBoard National Cooperative Agreement for Traffic Signal Systems and Safety Barrier Products as needed.

Approvals:

Responsible Dept. Director _____ **Date:**_____

City Finance _____ **Date:**_____

City Attorney _____ **Date:**_____

City Manager _____ **Date:**_____

Vendor Name and Email: Mike Searle msearle@iteris.com

Docusign Envelope ID: 2B478E8D-87D2-4A3C-88F8-F95E49EC17BA

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Iteris, Inc.
Attn: Mike Searle
1250 S. Capital of Texas Highway, Ste 1-330
Austin, TX 78746

RE: Engagement Letter Authorizing Piggyback

Traffic Signal Systems and Safety Barrier Products
Contract Name

Texas Buyboard National Cooperative #795-26
Contract Reference

Dear Mike,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,
Shannon Nolan
Shannon Nolan
Procurement Coordinator
sknolan@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By:

_____

Print Name: Michael McGlothlin

Title: City Manager

Date:_____

ITERIS, INC.

DocuSigned by:

By: _____
(Authorized Signatory)

Print Name: Mike Searle

Title: Regional Vice President

Date: Apr 1, 2026 | 9:14 AM PDT

Docusign Envelope ID: 2B478E8D-87D2-4A3C-88F8-F95E49EC17BA

ENGAGEMENT LETTER ADDENDUM

1. **E-Verify Registration and Use.**

"Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section."

In Process

2. **Prohibition against considering social, environmental, political, or ideological interests in government contracting**

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations.
b. The Contractor's religious beliefs, religious exercise, or religious affiliations.
c. The Contractor's lawful ownership of a firearm.
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

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3. **Scrutinized Companies**

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. **Public Records.**

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
7. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

In Process

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

9. **Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that 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. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

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10. **Sovereign Immunity**

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. Taxes

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

SUPPLIER

DocuSigned by:

By: _____
(Authorized Signatory)
673F8989B9F344D...

Print Name: Mike Searle

Title: Regional Vice President

Date: Apr 1, 2026 | 9:14 AM PDT

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P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

Responding vendors must read all sections of this Proposal Invitation carefully.
Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.

NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 795-26 for Traffic Signal Systems and Safety Barrier Products must be received** *on or before 4:00 PM October 30, 2025,* either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative

Attn: TASB Director, Cooperative Procurement

12007 Research Blvd.

Austin, TX 78759

E-Mail: bids@buyboard.com

Docusign Envelope ID: 2B478E8D-87D2-4A3C-88F8-F95E49EC17BA

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSAL INVITATION NO. 795-26

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INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

Before you submit

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.
- Browser requirements can be found at https://buyboard.ionwave.net/BrowserCompatibility.html.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

In Process

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- ***VENDOR INFORMATION*** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
  - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- ***PROPOSAL SPECIFICATIONS –*** Select the "Line Items" tab to locate the Proposal Specifications.
  - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.

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- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
  - **i. Manufacturers shall be listed in alphabetical order**
  - **ii. Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**

- *PROPOSAL DOCUMENTS* - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**

- *PROPOSAL SUBMISSION* - Select the "Response Submission" tab to submit the Proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). *Your submission will not be submitted until all errors are corrected.*
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

In Process

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form ***at least five (5) business days prior to the Proposal Due Date.***

- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in *electronic, searchable PDF format on a USB flash drive, CD or DVD*. *Paper copies will NOT be accepted*.

- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
  - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
    - **a. Manufacturers shall be listed in alphabetical order**
    - **b. Vendor must list one specific percentage discount for each manufacturer listed.**

- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

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VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

Note: *The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.*

Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with **Excel or searchable PDF** preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	$50.00
2	1235	Chair	$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

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GENERAL INFORMATION

Proposal Invitation No. 795-26 – Traffic Signal Systems and Safety Barrier Products

***Please make sure that you have reviewed and completed all sections of this Proposal Invitation.**

1. **Notice of Proposal Invitation and Instructions to Proposers**
2. **General Information**
3. **Proposal Forms**
4. **Proposal Specifications**
5. **General Terms and Conditions**
6. **BuyBoard Technical Requirements**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Traffic Signal Systems and Safety Barrier Products that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for systems, products, and equipment and not-to-exceed hourly labor rates for installation and repair. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

TERM OF CONTRACT

The term of this contract will be from April 1, 2026, through March 31, 2027, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of $15,000 through the Contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

VALUE OF CONTRACT

The estimated value of this contract is $21,927,345; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.

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SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor's Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

AWARD AND EVALUATION

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website. To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

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PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 UNIFORM GUIDANCE/EDGAR)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete the EDGAR Vendor Certification Form contained in the Proposal Forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Traffic Signal Systems and Safety Barrier Products	**Proposal Due Date/Opening Date and Time** October 30, 2025, at 4:00 PM
Proposal Invitation Number 795-26	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term April 1, 2026, through March 31, 2027, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** February 2026

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

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Name of Proposing Company

Date

Street Address

Signature of Authorized Company Official

City, State, Zip

Printed Name of Authorized Company Official

Telephone Number of Authorized Company Official

Position or Title of Authorized Company Official

Fax Number of Authorized Company Official

Federal ID Number

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PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

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An authorized representative of Proposer *must initial in the bottom right corner of each page* where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: _____

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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

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B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No

Initial: _____

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2276), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: _____

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☐ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** _____

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

In Process

☐ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

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_____

Initial: _____

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

In Process

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: _____

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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

In Process

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: _____

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EDGAR VENDOR CERTIFICATION
(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** _____

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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

In Process

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

In Process

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

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10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain covered telecommunications equipment or services. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications equipment or services provided by Vendor is covered telecommunications equipment or services under 2 CFR §200.216.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

13. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☐ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

In Process

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name and Title

_____
Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

In Process

Name of Proposing Company:

_____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)* _____

_____

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____. (The period of the 12-month period is _____/_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.					
2.					
3.					
4.					
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☐ If YES, please explain:

In Process

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

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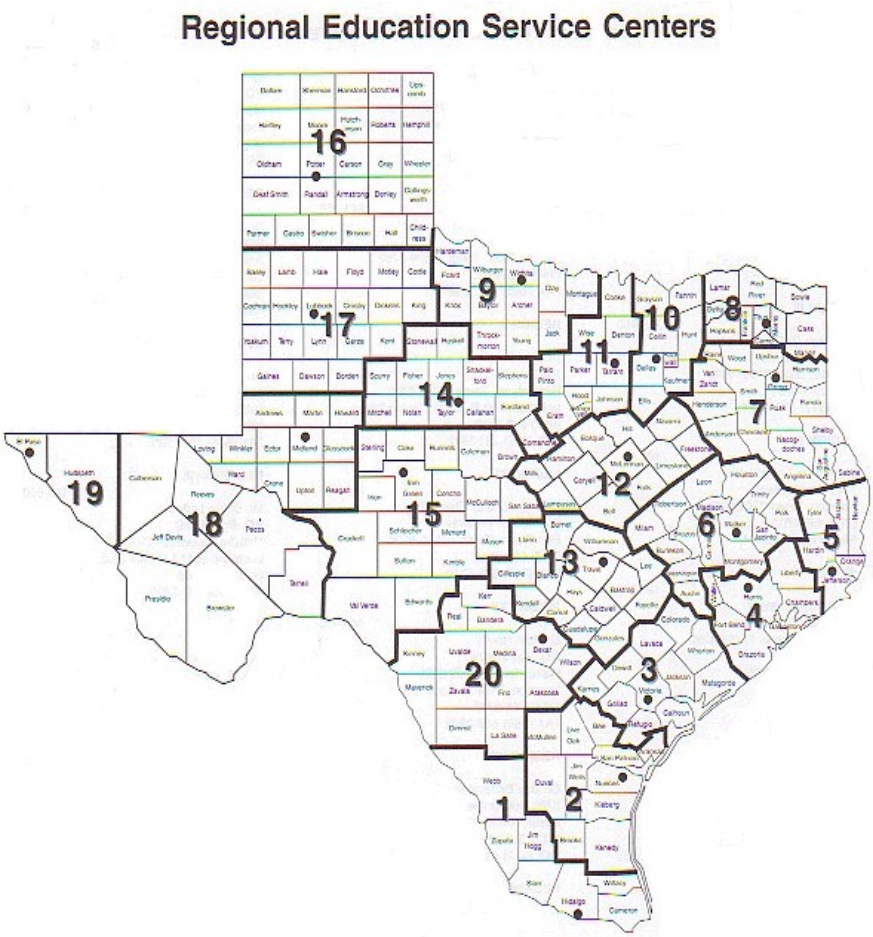
TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you ***must*** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com *at least five (5) business days prior to the Proposal Due Date*.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), *you must so indicate on the form in the electronic proposal submission system.*



Region and Headquarters

1	Edinburg
2	Corpus Christi
3	Victoria
4	Houston
5	Beaumont
6	Huntsville
7	Kilgore
8	Mount Pleasant
9	Wichita Falls
10	Richardson
11	Fort Worth
12	Waco
13	Austin
14	Abilene
15	San Angelo
16	Amarillo
17	Lubbock
18	Midland
19	El Paso
20	San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, *you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** ***at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

In Process

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

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3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Printed Name of Authorized Company Official

Date

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

In Process

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

_____

_____

_____

_____

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

In Process

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3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

_____

_____

_____

_____

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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. ***No paper catalogs or manufacturer/vendor websites will be accepted.***

Section I: Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Traffic Light and Signal Systems, Supplies, and Equipment.**
2. Discount (%) off catalog/pricelist for **Traffic Safety Barrier, Barricade, and Guardrail Products** (Cable, Concrete, Plastic, Steel, Wood, W-Beam, Tri-Beam, End Treatments, Posts, and other related products).
3. Discount (%) off catalog/pricelist for **Traffic Intersection Safety** (Parking Lot, Pedestrian, Railroad, School Zone) **Equipment and Products.**
4. Discount (%) off catalog/pricelist for **Traffic Marker and Sign Products.**
5. Discount (%) off catalog/pricelist for **Computerized Traffic Design Plans, Traffic Flagging, and Special Event Services.**
6. Discount (%) off catalog/pricelist for **All Other Traffic Light and Signal System Products.**
7. Discount (%) off catalog/pricelist for **Traffic Light and Signal Systems Repair Parts.**
8. Discount (%) off catalog/pricelist for **Traffic Light and Signal Equipment and Products Maintenance/Warranty Agreements.**

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Section II: Installation and Repair Service

9. **Hourly Labor Rate for Installation/Repair Service of Traffic Signal Systems, Products, and Related Items** – **Not to Exceed** hourly labor rate for Installation/Repair Service of Traffic Signal Systems, Equipment, and Products.
10. **Hourly Labor Rate for Installation/Repair Service of Traffic Safety Barrier, Barricade, and Guardrail Products, and Related Items** - **Not to Exceed** hourly labor rate for Installation/Repair Service of Traffic Safety Barrier, Barricade, and Guardrail Products.

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☐ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☐ Reviewed/Completed: **Proposal Acknowledgements**
☐ Reviewed/Completed: **Felony Conviction Disclosure**
☐ Reviewed/Completed: **Resident/Nonresident Certification**
☐ Reviewed/Completed: **Debarment Certification**
☐ Reviewed/Completed: **Vendor Employment Certification**
☐ Reviewed/Completed: **No Boycott Verification**
☐ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☐ Reviewed/Completed: **Historically Underutilized Business Certification**
☐ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☐ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☐ Reviewed/Completed: **Deviation and Compliance**
☐ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☐ Reviewed/Completed: **Confidential/Proprietary Information**
☐ Reviewed/Completed: **EDGAR Vendor Certification**
☐ Reviewed/Completed: **Compliance Forms Signature Page**

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☐ Reviewed/Completed: **Vendor Business Name**
☐ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☐ Reviewed/Completed: **Governmental References**
☐ Reviewed/Completed: **Company Profile**
☐ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☐ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☐ Reviewed/Completed: **Local/Authorized Seller Listings**
☐ Reviewed/Completed: **Manufacturer Dealer Designation**
☐ Reviewed/Completed: **Proposal Invitation Questionnaire**
☐ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

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GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded or Purchase Order which is issued in association with this Proposal Invitation.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"Awarded Items" has the meaning set for in section E.3 of the Terms and Conditions.

"Awarded Pricing" has the meaning set forth in section E.4 of the Terms and Conditions.

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"BuyBoard®," "the BuyBoard," or "BuyBoard website" means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" or **"Cooperative Administrator"** means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

"Contract" means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

(a) This Proposal Invitation;
(b) Vendor's Proposal;
(c) Notice of Award issued to Vendor by the Cooperative; and
(d) Purchase Order between a Cooperative member and Vendor, and any additional terms, conditions, or instructions agreed to by Vendor and a Cooperative member that are consistent with these Terms and Conditions. (A Purchase Order between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order terms, including additional or supplemental terms, conditions, or instructions agreed to between a Vendor and a Cooperative member where permitted by these Terms and Conditions shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)

"Cooperative" means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.

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"Cooperative member" or "**member**" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

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"Purchase Order" means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member's authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

"Vendor Invoice" means Vendor's billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where **appropriate or necessary.**

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In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification**, **and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at bids@buyboard.com immediately, but in no event later than the 10th business day before the Proposal Due Date.

2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).
Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

(a) A "cost plus" Proposal will not be accepted;
(b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);

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(c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
(d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
(b) Section B.12, Certifications;
(c) Section D.2, Applicable Terms and Conditions; Ancillary Agreements;
(d) Section E.6.b, Payments;
(e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
(f) Section E.12, Service Fee;
(g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
(h) Section E.14, Sales Tax;
(i) Section E.15, Use of BuyBoard Logo and Trade Name;
(j) Section E.16, Indemnification;
(k) Section E.17, Intellectual Property Infringement;
(l) Section E.18, Remedies for Default and Termination of Contract;
(m) Section E.19, Force Majeure;
(n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

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Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:

(a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
(b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items; Service Regions

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal.

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A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

9. Requirements of the Texas Public Information Act; Confidential Information

(a) Vendor Compliance

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order thereunder has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least $1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

1) preserve all contracting information, as defined in Texas Government Code Section 552.003 ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order thereunder);
2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and
3) on completion of the Contract (including any Purchase Order thereunder), either:
   (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order) that is in the custody or possession of Vendor; or
   (B) preserve the Contracting Information related to the Contract (including any Purchase Order thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

(b) Confidential/Proprietary Information

Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

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If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

10. Certain Professional Services Excluded

Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal

Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date** and time specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section**.**

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

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12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Ethics, Fair Competition, and Other Matters

Vendor agrees and certifies to the following:

1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract or Purchase Order and subsequently attempting to increase such proposed pricing citing market pricing;

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8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

13. Proposal Signatures

Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.

14. No Reimbursement

Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

In Process

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	45
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	15
5	Capability of Servicing Cooperative Members	5
6	Any other relevant factor or requirement listed in this Proposal Invitation	5
TOTAL		100

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The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

(a) Resident/Nonresident Certification;
(b) Vendor Employment Certification;
(c) Historically Underutilized Business Certification
(d) EDGAR Vendor Certification.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

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D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.

2. Applicable Terms and Conditions; Ancillary Agreements

By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and approved by the Cooperative in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions. However, nothing herein shall prevent the Cooperative member and Vendor from negotiating additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

(a) Detailed product or service requirements for the specific Cooperative member purchase;
(b) Product delivery times and requirements for the specific Cooperative member purchase;
(c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
(d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
(e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
(f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any ancillary agreement to the contrary.

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Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

Nothing in any ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.

3. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

(a) Term. The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

(b) Survival. The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders.

(c) Renewals. Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

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2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order, at no cost or penalty to the member.

If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

(a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

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1) Line Item/Unit Pricing
Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

(A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
(B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.

2) Discount Off Catalog or Pricelist
For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

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(A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
(B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
(C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
(D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
(E) All price increases must be supported by manufacturer price changes or similar market changes; and
(F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

3) Labor Rates
Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

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(b) Price Decreases
Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.
Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

(c) Exceeding Awarded Pricing Prohibited
If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

(d) Service Fee Included in Awarded Pricing
Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.

5. Packaging, Transportation, and Delivery
Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

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6. Packing Lists, Invoices and Payments

(a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).

(b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Product Updates and Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

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(a) Updated Catalogs
If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the forgoing, updated catalogs shall **not** be permitted to include any of the following:

1) Items that are outside the category or categories under which Vendor was awarded;
2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

(b) Substitutes
If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.

Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

9. Product and Service Guarantees and Warranties
Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

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10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

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Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative Administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

(a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

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Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members. Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software, hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at contractadmin@buyboard.com. Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements. In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

(b) Purchase Order Reporting

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

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A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form or such other form as may be required by the Cooperative Administrator. This form is available to awarded Vendors upon request to the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.

Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

(c) Vendor Invoices

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To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to info@buyboard.com promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to info@buyboard.com no later than the 10th day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the Awarded Pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator

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with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding those Purchase Orders as the Cooperative Administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

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13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILIY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or Purchase Order.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

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15. Use of BuyBoard Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract or a Purchase Order, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract or a Purchase Order, as applicable.

17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

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At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

1) Materially misleading or false statement(s) in Vendor's Proposal;
2) Delivery of product or services that fail to meet the item specifications;
3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
4) Delivery of a product substitution, except as specifically authorized by the Contract;
5) Failure to meet required delivery schedules;
6) Failure to timely supply Awarded Items at the Awarded Pricing;
7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;
10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
11) Selling non-awarded products or services under the Contract or any other BuyBoard contract; or
12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure).

In Process

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected. The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

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In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a Purchase Order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

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Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective. If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce. If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

In Process

3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

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7. Right to Assurance

Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause

Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition

If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative

The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures

Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

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12. Right of Setoff

Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

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APPENDIX I

BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

TECHNICAL REQUIREMENTS AND INSTRUCTIONS FOR VENDOR LOGO FILES

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

- PNG with transparent background; minimum size: 250 x 250 pixels
- JPG (JPEG); minimum size: 250 x 250 pixels

TECHNICAL REQUIREMENTS AND INSTRUCTIONS FOR VENDOR PRODUCT DETAILS

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

File Name Format: <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsx (eg. TASB_123-45_20200720.xlsx)

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. **Do not include:** -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125
Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50

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Vendor Product Number	Required	Your product number or SKU. Can be the same as ManufacturerProductNumber if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50
UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). **This should <u>not</u> be a numeric value.**	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. **Do not provide:** -A link to the home page of your website -A link to a product page or another section of your website If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount.Cannot be left blank. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Discount Percent **OR** Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max	N/A
		Price per unit of product with BuyBoard discount applied. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A

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Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. **Do not provide:** -A link to the home page of your website	Text	1000
Vendor Thumnail Image Url	Optional	A link to a catalog product **thumbnail** image (if available).	Text	1000
Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	(https://www.unspsc.org/) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

***Products must be unique. Duplicate products will not be accepted.** To make a product unique, it must have one of the following:*
1- A unique Vendor Product Number
2- A unique Vendor Product Number + UOM combination

DESIRED RESULT:
Product A - 1234567 - EA (different vendor product numbers)
Product B - 1234568 - EA
-OR-
Product A - 1234567 - EA (same vendor product number, different UOM)
Product B - 1234567 - PK

WRONG:
Product A - 1234567 - EA
Product B - 1234567 - EA

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San Antonio Express - News
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for the Hearst Newspapers, LLC – dba: San Antonio Express - News, a newspaper published in COUNTY OF BEXAR County, Texas and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34376638	SAE Express-News	08/27/25
20000624	TEXAS ASSN OF SCHOOL BOARDS	34376638	SAE Express-News	09/03/25

Newspaper Representative Signature

Tamika Lexey
Newspaper Representative Printed Name

Sworn and subscribed to before me, this 3rd day of September A.D. 2025.

VERONICA MARIE TYRONE NOTARY PUBLIC STATE OF TEXAS ID. 7163357 EXP. 02-10-2028

Veronica Tyrone
Notary Public in and for the State of Texas

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Texas Association of School Boards-Local Government Purchasing Cooperative

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

790-26 Energy Saving Lighting Products, 9/18/2025 4:00 PM, 4/1/2026 to 3/31/2029
791-26 Water Treatment Chemicals and Pipe Bursting Equipment, 9/25/2025 4:00 PM, 4/1/2026 to 3/31/2029
792-26 Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services, 10/2/2025 4:00 PM, 4/1/2026 to 3/31/2029
793-26 Background, Fingerprinting, and Drug/Diagnostic Testing Services and Products, 10/16/2025 4:00 PM, 4/1/2026 to 3/31/2029
794-26 Waste/Recycling Containers (Residential/Commercial) and Waste Disposal Services, 10/23/2025 4:00 PM, 4/1/2026 to 3/31/2029
795-26 Traffic Signal Systems and Safety Barrier Products, 10/30/2025 4:00 PM, 4/1/2026 to 3/31/2029
796-26 Radio Communication and Video Recording Products and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029
797-26 Driver Training Simulation Equipment and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029
798-26 Public Safety and Firehouse Supplies and Equipment, 11/13/2025 4:00 PM, 4/1/2026 to 3/31/2029
799-26 Oral Interpretation and Written Translation Services, 12/11/2025 4:00 PM, 6/1/2026 to 5/31/2029
800-26 Asphalt Products and Parking/Road Striping Services, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
801-26 Swimming Pool Chemicals, Supplies and Equipment, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
802-26 Library Books, Used Textbooks, and Other Books, 1/15/2026 4:00 PM, 6/1/2026 to 5/31/2029
803-26 Highway Safety and Traffic Control Products, 1/22/2026 4:00 PM, 6/1/2026 to 5/31/2029
804-26 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, 1/29/2026 4:00 PM, 6/1/2026 to 5/31/2029
805-26 Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils, 2/5/2026 4:00 PM, 6/1/2026 to 5/31/2029
806-26 Grounds Maintenance Equipment, Parts, and Supplies, 2/12/2026 4:00 PM, 6/1/2026 to 5/31/2029
807-26 Copy/Office Paper and Toner Supplies, 2/19/2026 4:00 PM, 6/1/2026 to 5/31/2029

"Completed sealed proposals will be received by the Local Government Purchasing Cooperative either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the instructions to Proposers."

NOTE: Proposal invitations will be available at www.buyboard.com/vendor. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

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Houston Chronicle
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF HARRIS

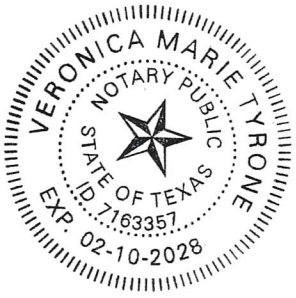
Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for the Hearst Newspapers, LLC – dba: Houston Chronicle, a newspaper published in Harris County, Texas and generally circulated in the Counties of: Harris, Trinity, Walker, Grimes, Polk, San Jacinto, Washington, Montgomery, Liberty, Austin, Waller, Chambers, Colorado, Brazoria, Fort Bend, Galveston, Wharton, Jackson, and Matagorda and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

Customer ID	Customer	Campaign ID	Publication	Pub Date
21030066	TEXAS ASSOCIATION OF SCHOOL	11057182	Houston Chronicle	7/23/2025
				7/30/2025

Victoria Bond
Newspaper Representative (signature)

Victoria Bond
Newspaper Representative (printed)

Sworn and subscribed to before me, this 31st day of July A.D. 2025.



Veronica Tyrone
Notary Public in and for the State of Texas

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Texas Association of School Boards-Local Government Purchasing Cooperative

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794-26 Waste/Recycling Containers (Residential/Commercial) and Waste Disposal Services, 10/23/2025 4:00 PM, 4/1/2026 to 3/31/2029
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796-26 Radio Communication and Video Recording Products and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029
797-26 Driver Training Simulation Equipment and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029
798-26 Public Safety and Firehouse Supplies and Equipment, 11/13/2025 4:00 PM, 4/1/2026 to 3/31/2029
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AFFIDAVIT OF PUBLICATION

Texas Association of School Boards
12007 Research BLVD
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STATE OF WISCONSIN, COUNTY OF BROWN

The Avalanche-Journal, a daily newspaper of general circulation in the counties of: Cochran, Crosby, Dawson, Floyd, Gaines, Garza, Hale, Hockley, Lamb, Lubbock, Lynn, Motley, Terry and Yoakum, Texas; printed and published in Lubbock County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper in the issues dated:

07/23/2025, 07/30/2025

Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

9/19/25

My commission expires

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July 23, 30 2025
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AFFIDAVIT OF PUBLICATION

_ Ava Benford
Texas Association of School Boards
12007 Research BLVD
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STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO, BURNET, CALDWELL, COMAL, CORYELL, FAYETTE, GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE, LLANO, MILAM, TRAVIS & WILLIAMSON

The Austin American Statesman, a newspaper that is generally circulated in the counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State of Texas, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

ACO American Statesman 07/23/2025, 07/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

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AFFIDAVIT OF PUBLICATION

Texas Association of School Boards
12007 Research BLVD
Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

The Amarillo Globe-News is a daily newspaper of general circulation, printed and published in Amarillo, Potter County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper in the issues dated:

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Legal Clerk

Notary, State of WI, County of Brown

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_ Ava Benford
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Austin TX 78759-2429

STATE OF WISCONSIN, COUNTY OF BROWN

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Legal Clerk

Notary, State of WI, County of Brown

9.19.25

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_ Ava Benford
Texas Association of School Boards
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STATE OF WISCONSIN, COUNTY OF BROWN

The San Angelo Standard-Times, a newspaper published in the city of San Angelo, Tom Green County, State of Texas, and of general circulation in the following counties: Tom Green, Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Runnels, Schleicher, Sterling, Sutton, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

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Legal Clerk

Notary, State of WI, County of Brown

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_ Ava Benford
Texas Association of School Boards
12007 Research BLVD
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9/9/28

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804-26 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, 1/29/2026 4:00 PM, 6/1/2026 to 5/31/2029

805-26 Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils, 2/5/2026 4:00 PM, 6/1/2026 to 5/31/2029

806-26 Grounds Maintenance Equipment, Parts, and Supplies, 2/12/2026 4:00 PM, 6/1/2026 to 5/31/2029

807-26 Copy/Office Paper and Toner Supplies, 2/19/2026 4:00 PM, 6/1/2026 to 5/31/2029

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July 23, 30, 2025 #11498451

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LocaliQ
Texas/New Mexico
GANNETT

PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

Ava Benford
Texas Association Of School Boards
12007 Research Blvd.
Austin TX 78752

STATE OF WISCONSIN, COUNTY OF BROWN

The Abilene Reporter-News, a newspaper published in the city of Abilene, Taylor and Jones County, generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephans, Stonewall, Taylor counties, Texas, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

07/23/2025, 07/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$1136.42	
Tax Amount:	$0.00	
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NANCY HEYRMAN
Notary Public
State of Wisconsin

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Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

790-26 Energy Saving Lighting Products, 9/18/2025 4:00 PM, 4/1/2026 to 3/31/2029
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796-26 Radio Communication and Video Recording Products and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029
797-26 Driver Training Simulation Equipment and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029
798-26 Public Safety and Firehouse Supplies and Equipment, 11/13/2025 4:00 PM, 4/1/2026 to 3/31/2029
799-26 Oral Interpretation and Written Translation Services, 12/11/2025 4:00 PM, 6/1/2026 to 5/31/2029
800-26 Asphalt Products and Parking/Road Striping Services, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
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LOCALiQ
The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

AFFIDAVIT OF PUBLICATION

Ava Benford
Texas Association of School Boards
12007 Research Blvd.
Austin TX 78752

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

07/23/2025, 07/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

8-21-26

My commission expires

Publication Cost:	$135.70	
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Notary Public
State of Wisconsin

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July 23,30,2025

114984433

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The Oregonian OREGONLIVE.COM
OREGONIAN MEDIA GROUP

Oregonian

LEGAL AFFIDAVIT

AD#: 0011012721

State of Oregon,) ss
County of Multnomah)

Stacey Tredici being duly sworn, deposes that he/she is principal clerk of Oregonian Media Group; that Oregonian is a public newspaper published in the city of Portland, with general circulation in Oregon, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

Oregonian 07/23, 07/30/2025

Stacey Tredici DIGITALLY SIGNED

Principal Clerk of the Publisher

STATE OF OREGON 1859

KIMBERLEE WRIGHT O'NEILL
NOTARY PUBLIC - OREGON
COMMISSION NO. 1026818
MY COMMISSION EXPIRES 08/15/2026

Sworn to and subscribed before me this 05th day of August 2025

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

Kimberlee Wright O'Neill DIGITALLY SIGNED

Notary Public

Texas Association of School Boards-Local Government Purchasing Cooperative Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

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PO Box 631667 Cincinnati, OH 45263-1667

AFFIDAVIT OF PUBLICATION

Ava Benford
Texas Association Of School Boards
12007 Research Blvd.
Austin TX 78752

STATE OF WISCONSIN, COUNTY OF BROWN

The Times Record News, a newspaper published in the city of Wichita Falls with circulation in Wichita County, State of Texas, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

07/23/2025, 07/30/2025

and that the fees charged are legal.
Sworn to and subscribed before on 07/30/2025

Legal Clerk

Notary, State of WI, County of Brown

9/19/28

My commission expires

Publication Cost:	$1243.40		
Tax Amount:	$0.00		
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VICKY FELTY
Notary Public
State of Wisconsin

Texas Association of School Boards-Local Government Purchasing Cooperative

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The Dallas Morning News

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, this day personally appeared David Ferster, Advertising Representative for *THE DALLAS MORNING NEWS* being duly sworn by oath, states the attached advertisement of: **Ad#** 15199

Texas Association of School Boards- Local Govt Purchasing Cooperative

Appeared in *The Dallas Morning News* on August 28 & September 4, 2025

Dallas Morning News Sales Operations

Sworn to and subscribed before me this Date: September 4, 2025

DANIEL NAVARRO
Notary Public, State of Texas
Comm. Expires 03-22-2028
Notary ID 134822067

Notary Public, State of Texas

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- Commercial Real Estate
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- Metroplex Rentals
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- Miscellaneous Rentals

Acreage, Farms & Ranches

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- Out of Metroplex Sales
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Bids & Proposals

PO#1223-9913/DO#1183331
CITY OF DALLAS PROCUREMENT ADVERTISEMENT REQUEST FOR BIDS

Sealed bids will be received electronically via the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com until 1:00 P.M. on Fridays. All bids will be read live on Dallas TV 16 at 2:00 P.M. on Fridays and can be viewed on the City of Dallas website at www.dallascityhall.com (see City Meetings). Bids titles and dates of public opening are listed below. Bid Packets may be obtained by downloading from https://dallascityhall.bonfirehub.com.

BI025-00027932 - Purchase of Fitness/Exercise Equipment and Maintenance Repair Service – Commodity Code – 80557 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

BT25-00028135 - Sod Pick Up, Delivery and Installation Services – Commodity Code – 79050 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

PO#1223-9914/DO#1183332
CITY OF DALLAS ADVERTISEMENT REQUEST FOR COMPETITIVE SEALED PROPOSALS

Competitive Sealed Proposal(s) will be received via the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com until 1:00 pm on Fridays. All Proposers' company name(s) will be read live on Dallas TV 16 at 2:00 pm on Fridays and can be viewed on the City of Dallas website at www.dallascityhall.com (see City Meetings). Proposal's titles and dates of public reading are listed below. Proposal Packets may be obtained by downloading from https://dallascityhall.bonfirehub.com.

BYZ25-00028616 - Operational Management of a Cheer Tumbling Program at Walnut Hill Recreation – Commodity Code – 95800 (Bids Due on 10/03/2025, Bid Reading on 10/03/2025)

BAZ25-00027996 - On-Demand, Online Tutoring and Homework Support – Commodity Code – 92480 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

Bids & Proposals

PO#1223-9913/DO#1183331
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BF25-00028633 - Laboratory Instruments Services – Commodity Code – 17500 - Bids Due on 10/03/2025, Bid Reading on 10/03/2025)

PO#1223-9915/DO#1183333
CITY OF DALLAS ADVERTISEMENT REQUEST FOR COMPETITIVE SEALED PROPOSALS

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BC225-00028406 - Roadside Removal and Disposal for Bullitan Water Treatment Plant Layout – Commodity Code – 92600 (Bids Due on 10/10/2025, Bid Reading on 10/10/2025)

Bids & Proposals

Texas Association of School Boards-Local Government Purchasing Cooperative

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792-26 Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services, 10/2/2025 4:00 PM, 4/1/2026 to 3/31/2029
793-26 Background, Fingerprinting, and Drug/Diagnostic Testing Services and Products, 10/16/2025 4:00 PM, 4/1/2026 to 3/31/2029
794-26 Waste/Recycling Containers (Residential/Commercial) and Waste Disposal Services, 10/23/2025 4:00 PM, 4/1/2026 to 3/31/2029
795-26 Traffic Signal Systems and Safety Barrier Products, 10/30/2025 4:00 PM, 4/1/2026 to 3/31/2029
796-26 Radio Communication and Video Recording Products and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029
797-26 Driver Training Simulation Equipment and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029
798-26 Public Safety and Firehouse Supplies and Equipment, 11/13/2025 4:00 PM, 4/1/2026 to 3/31/2029
799-26 Oral Interpretation and Written Translation Services, 12/1/2025 4:00 PM, 4/1/2026 to 3/31/2029
800-26 Asphalt Products and Parking/Road Striping Services, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
801-26 Swimming Pool Chemicals, Supplies and Equipment, 12/18/2025 4:00 PM, 6/1/2026 to 5/31/2029
802-26 Library Books, Used Textbooks, and Other Books, 1/15/2025 4:00 PM, 6/1/2026 to 5/31/2029
803-26 Highway Safety and Traffic Control Products, 1/22/2025 4:00 PM, 6/1/2026 to 5/31/2029
804-26 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, 1/29/2026 4:00 PM, 6/1/2026 to 5/31/2029
805-26 Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils, 2/5/2026 4:00 PM, 6/1/2026 to 5/31/2029
806-26 Grounds Maintenance Equipment, Parts, and Supplies, 2/12/2026 4:00 PM, 6/1/2026 to 5/31/2029
807-26 Copy/Office Paper and Toner Supplies, 2/19/2026 4:00 PM, 6/1/2026 to 5/31/2029

"Completed sealed proposals will be received by the Local Government Purchasing Cooperative either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the instructions to Proposers."

NOTE: Proposal Invitations will be available at www.buyboard.com/vendor. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Bids & Proposals

Bids will be due prior to 2 p.m. on 10/13/2025 and publicly opened at the City of Plano Municipal Center at 2 p.m. on 10/14/2025.

Bid Set: 2025-9559-B Generator Replacements FAC-#-7472 012 Mobile Pump Stations FAC-#-7468 052 Jean Day Elementary FAC-#-7464 115 School House Radio Tower, Install Generator FAC-#-60141 68 Plano Municipal Warehouse Mandatory site visit requested. Instruments for Publication may be obtained at https://www.plano.gov/1126/Procurement-Division-of-Finance or www.planotx.openscope.net or by calling 972-941-7557

Bids & Proposals

NOTICE TO BIDDERS – City of Carrollton, Texas

Request for Proposal for RFP #25-056 Medical/RX Stop Loss will be accepted via the IonWave Technologies, Inc., bidding system https://carrollton.ionwave.net/Login.aspx until the hour as specified below, at which time bids duly delivered and submitted will be considered for supplying the items listed below.

Description	Publication Dates	Opening Date	Opening Time
RFP #25-056 Medical/RX Stop Loss	8/28/25 & 9/4/25	9/25/25	2:00pm

NOTICE TO BIDDERS
INVITATION TO BID NO. 94-25 ANNUAL REQUIREMENTS CONTRACT FOR PARKS RESTROOM MAINTENANCE

The City of Richardson shall accept electronic bids through Bonfire at Cor.Bonfirehub.com or sealed Bids for Invitation to Bid No. 94-25 Annual Requirements Contract for Parks Restroom Maintenance until September 23, 2025, prior to 2:00 P.M. Central Time. Bids shall be received in the Purchasing Division located at the Richardson City Hall, 2360 Campbell Creek Blvd., Suite 525, Richardson, Texas 75082. Bids shall be opened and read aloud on Tuesday, September 23, 2025, at 2:30 P.M. ONLINE via Webex. Solicitation documents are available to be downloaded at no charge through https://Cor.Bonfirehub.com. A voluntary pre-bid meeting will be held on Friday, September 5, 2025 @ 10:00 A.M. ONLINE via Webex. Nonmaterial changes to the request for bids and any extension of the date for submission of bids and the date for bid opening will be communicated through Bonfire HUB at https://Cor.Bonfirehub.com via addendum.

Make informed decisions | Business The Dallas Morning News | DallasNews.com

Legal Notices

CITY OF ALLEN
PUBLIC NOTICE

Notice is hereby given that the Allen City Council adopted the following Ordinance at its regular meeting held on Tuesday, August 26, 2025.

ORDINANCE NO. 4170-8-25: AN ORDINANCE OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING TABLE 2 OF SECTION 4.08.19.7.D "SCHEDULE OF PRINCIPAL AND ACCESSORY USES IN DOWNTOWN DISTRICTS" TO DELETE USES THAT ARE OTHERWISE PROHIBITED IN SAID DISTRICT, AND MODIFYING THE TITLES OF VARIOUS USES TO CONFORM TO THE DEFINITIONS OF SAID USES; BY AMENDING SECTION 4.20.2 "SCHEDULE OF PRINCIPAL USES" BY REMOVING USES NOT PERMITTED IN ANY DISTRICT, MODIFYING THE TITLES OF VARIOUS USES TO CONFORM TO THE DEFINITIONS OF SAID USES, AND ADDING A NEW USE; BY AMENDING SECTION 4.20.3 "SCHEDULE OF ACCESSORY USES" BY ADDING A NEW USE; BY AMENDING SECTION 6.04 "TEMPORARY USE PERMITS" REGARDING THE REGULATION OF TEMPORARY USE PERMITS; BY AMENDING SECTION 6.06 "SUPPLEMENTAL USE REGULATIONS" BY ADDING SECTION 6.06.16 "MASSAGE ESTABLISHMENTS" REGULATING THE USE AND DEVELOPMENT OF MASSAGE ESTABLISHMENTS AND SECTION 6.06.17 "ELECTRIC VEHICLE CHARGERS" REGULATING THE USE AND DEVELOPMENT OF ELECTRIC VEHICLE CHARGING STATIONS; BY AMENDING SECTION 7.03.3 "SCREENING MECHANICAL EQUIPMENT AND REFUSE ENCLOSURES" RELATING TO SCREENING REQUIREMENT FOR ELECTRIC VEHICLE CHARGING STATIONS; BY AMENDING SECTION 7.04.1 "VEHICLE PARKING" TABLE 7.04.1 "PARKING REQUIREMENTS," BY REMOVING THE USE "FAT RENDERING, ANIMAL REDUCTION"; BY AMENDING 7.09.5 "GENERAL REGULATIONS GOVERNING SIGNS" SUBSECTION 13 RELATING TO THE REGULATION OF ILLUMINATED SIGNS; BY AMENDING SECTION 8.03.01 "GENERAL PLAT REGULATIONS" BY ADDING SUBSECTION 5 RELATING TO PLAT SIGNATURE BLOCK REQUIREMENTS; BY AMENDING SECTION 8.05.7 "CROSS ACCESS AND MEDIAN CUTS" BY REMOVING COMPREHENSIVE PLAN REQUIREMENTS AND RENUMBERING; AND APPENDIX A "DEFINITIONS" BY ADDING AND/OR AMENDING THE NAME AND DEFINITIONS FOR VARIOUS USES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

A copy of this Ordinance may be read or purchased in the Office of the City Secretary, City of Allen, 305 Century Parkway, Allen, Texas 75013, or may be viewed at CityofAllen.org.

/s/ Shelley B. George, City Secretary

Legal Notices

CITY OF ALLEN
PUBLIC NOTICE

Notice is hereby given that the Allen City Council adopted the following Ordinance at its regular meeting held on Tuesday, August 26, 2025.

ORDINANCE NO. 4169-8-25: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP AS PREVIOUSLY AMENDED, BY GRANTING SPECIFIC USE PERMIT NO. 193 AUTHORIZING LOT 25R, BLOCK G, ARBOR LAKES ADDITION, AN ADDITION TO THE CITY OF ALLEN, COMMONLY KNOWN AS 1836 E. BETHANY DRIVE, PRESENTLY ZONED AS PLANNED DEVELOPMENT NO. 70 TO BE USED FOR A MEDICAL CLINIC USE; AND PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

A copy of this Ordinance may be read or purchased in the Office of the City Secretary, City of Allen, 305 Century Parkway, Allen, Texas 75013, or may be viewed at CityofAllen.org.

/s/ Shelley B. George, City Secretary

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NOTICE OF PUBLIC HEARING ON ASSESSMENT ORDINANCE
CITY OF THE COLONY PUBLIC IMPROVEMENT DISTRICT NO. 1

DATE, TIME AND PLACE OF THE PUBLIC HEARING. Notice is hereby given that the City Council of The City of The Colony, Texas (the "City Council" and the "City"), will conduct a public hearing: (i) on Tuesday, September 16, 2025, at 6:30 p.m. at City Hall, located at 6800 Main Street, The Colony, Texas, (ii) for the purpose of considering an ordinance that will levy special assessments against property within the City of The Colony Public Improvement District No. 1 (the "District") for fiscal year 2025-2026.

GENERAL NATURE OF THE IMPROVEMENTS. The general nature of the public improvements being undertaken and financed by the District for the special benefit of the property within the District consist of an aggregate amount of $975,272.51 consisting of: (i) $583,969.63 against the Facility Property for costs of Additional Facility Public Improvements, (ii) $ 40,452.38 for Waterfront Public Improvement Costs; and (iii) $350,850.50 for Related Development Public Improvements Costs against the benefitted portions of the Related Development Property.

COST OF THE IMPROVEMENTS. The estimated cost of the public improvements that is proposed to be assessed against the properties within the District for fiscal year 2025-2026 is $975,272.51.

BOUNDARIES OF THE ASSESSMENT DISTRICT. The District is approximately 409.20 contiguous acres within the corporate limits of the City south of and adjacent to the Sam Rayburn Tollway (State Highway 121), north of and adjacent to Plano Parkway, and west of the Burlington Northern Railroad.

PUBLIC HEARING COMMENTS. Written or oral objections on the proposed assessment within the District shall be considered by the City Council at the public hearing.

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JUMBLE

THAT SCRAMBLED WORD GAME By David L. Hoyt and Jeff Knurek

Unscramble these Jumbles, one letter to each square, to form four ordinary words.

LAKAO

URTFI

PIOUAT

CEKOST

Now arrange the circled letters to form the surprise answer, as suggested by the above cartoon.

Ans. here: ( ) ( ) ( ) ( ) ( ) ( )

(Answers tomorrow)

Yesterday's Jumbles: VIDEO SHRUG ENCORE PASTOR
Answer: The restaurant kept all the info about its waitstaff — ON THEIR SERVERS

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Antiques, Classics, Special Interest

OLD CAR CONSIGNMENTS
David Wayne
214-926-5621

Chevrolet

1970 Chevrolet Chevelle SS 396 5.3L PS, PB, A/C Heat Cruise. #'s Matching Motor, Heads, and Original Build Sheet, Daily Driver $63K 318-461-9898

Car: 2007 Chevrolet Corvette Convertible

Asking Price: $15,000
130,000 Miles
Admiral Blue Metallic Paint
Magnetic Ride
Car can't be driven and it's in storage in Shreveport, LA

Point of Contact:
Jimmie Pitts
Phone: 318-458-9756

Mercedes Benz

2011 Mercedes-Benz SL550, Body Style: Convertible, Price $14,000.00 Color: Black Exterior / Interior, 95,025 Miles. VIN: WDBSK7BA5BF163324 972-233-3600

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- Dallas Rentals
- Metroplex Rentals
- Out of Metroplex Rentals
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Acreage, Farms & Ranches

NOTICE
Residential rental locators are required to be licensed by the TX Real Estate Commission, Austin 800-250-8732 Locators may advertise apartment units in general terms & all units may not have the same features. The amount of rent quoted in an ad may be the starting rent for a basic unit which does not have all advertised features.

Want to Buy

DeSoto

Duplex, 2/2. Good condition, W/D connection, no pets, deposit $1,000 rent $1,350. 7085 Sorcery Rd Dallas, TX 75249. 936.234.4151

North Dallas

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Equal Housing Opportunity

Real estate advertised in this newspaper is subject to the amended Federal Fair Housing Act of 1968, which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, sex, handicap , familial status or national origin or intention to make such preference, limitation or discrimination. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. For complaints call the Fair Housing Office in your city or HUD 800-669-9777.

East Dallas

Lower Greenville, 3900 -3902 Llano Ave. Corner lot, building invst. 214-796-7609 drive by. Asparagus comp $600-680K. Do not disturb tenants.

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LEGAL BIDS & NOTICES

- Bankruptcy, Court Sales
- Bids and Proposals
- Legal Notices

Bids & Proposals | Bids & Proposals | Bids & Proposals | Bids & Proposals | Bids & Proposals | Bids & Proposals

Texas Association of School Boards-Local Government Purchasing Cooperative

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

790-26 Energy Saving Lighting Products, 9/18/2025 4:00 PM, 4/1/2026 to 3/31/2029
791-26 Water Treatment Chemicals and Pipe Bursting Equipment, 9/25/2025 4:00 PM, 4/1/2026 to 3/31/2029
792-26 Software as a Service (SaaS) Products, Cybersecurity Assessments and Related Services, 10/2/2025 4:00 PM, 4/1/2026 to 3/31/2029
793-26 Background, Fingerprinting, and Drug/Diagnostic Testing Services and Products, 10/16/2025 4:00 PM, 4/1/2026 to 3/31/2029
794-26 Waste/Recycling Containers (Residential/Commercial) and Waste Disposal Services, 10/23/2025 4:00 PM, 4/1/2026 to 3/31/2029
795-26 Traffic Signal Systems and Safety Barrier Products, 10/30/2025 4:00 PM, 4/1/2026 to 3/31/2029
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797-26 Driver Training Simulation Equipment and Services, 11/6/2025 4:00 PM, 4/1/2026 to 3/31/2029
798-26 Public Safety and Firehouse Supplies and Equipment, 11/13/2025 4:00 PM, 4/1/2026 to 3/31/2029
799-26 Oral Interpretation and Written Translation Services, 12/1/2025 4:00 PM, 6/1/2026 to 5/31/2029
800-26 Asphalt Products and Parking/Road Striping Services, 12/8/2025 4:00 PM, 6/1/2026 to 5/31/2029
801-26 Swimming Pool Chemicals, Supplies and Equipment, 12/15/2025 4:00 PM, 6/1/2026 to 5/31/2029
802-26 Library Books, Used Textbooks, and Other Books, 1/13/2026 4:00 PM, 6/1/2026 to 5/31/2029
803-26 Highway Safety and Traffic Control Products, 1/22/2026 4:00 PM, 6/1/2026 to 5/31/2029
804-26 First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, 1/29/2026 4:00 PM, 6/1/2026 to 5/31/2029
805-26 Field and Turf Irrigation Products, Landscaping Products, and Specialty Conditioners/Soils, 2/5/2026 4:00 PM, 6/1/2026 to 5/31/2029
806-26 Grounds Maintenance Equipment, Parts, and Supplies, 2/12/2026 4:00 PM, 6/1/2026 to 5/31/2029
807-26 Copy/Office Paper and Toner Supplies, 2/19/2026 4:00 PM, 6/1/2026 to 5/31/2029

"Completed sealed proposals will be received by the Local Government Purchasing Cooperative either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the instructions to Proposers."

NOTE: Proposal invitations will be available at www.buyboard.com/vendor. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Bids & Proposals | Bids & Proposals | Bids & Proposals

PO#1233-9913/DO#1183331
CITY OF DALLAS
PROCUREMENT ADVERTISEMENT REQUEST FOR BIDS

Sealed bids will be received electronically via the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com until 1:00 P.M. on Fridays. All bids will be read live on Dallas TV 16 at 2:00 P.M. on Fridays and can be viewed on the City of Dallas website at www.dallascityhall.com (see City Meetings). Bids titles and dates of public opening are listed below. Bid Packets may be obtained by downloading from https://dallascityhall.bonfirehub.com.

BD25-00027932 - Purchase of Fitness/Exercise Equipment and Maintenance Repair Service - Commodity Code – 80557 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

BT25-00028135 - Sod Pick Up, Delivery and Installation Services – Commodity Code – 79050 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

Brick, Stone Services

Brick Repair, Cracks, Mail Boxes, Etc., No Job To Big or Small, 20 years Experience. Free Estimates. (469) 926-5064

House Foundation Repairs

ROCK Foundation Repair
Free est:
$175 pier & beam
214-489-5606
972-765-0729
469-735-8572.
credit cards
dfw-foundationrepair.com

Roofing Repair

ROOF REPAIRS
Leaks, Missing Shingles Roof Turbines, Gutter Cleaning. 19 years of exper. Greg:
972-849-1845

Want to Buy

Bids & Proposals | Bids & Proposals | Bids & Proposals

Bids will be due at 2 pm on 9/10/2025 and publicly opened at the City of Plano Municipal Center at 2 pm on 9/11/2025.

Bid No.: 2025-0406-AC Water and Wastewater Facility Equipment Maintenance and Repair. Instructions for bidding may be obtained at www.plano.gov/purch, www.planotx.ionwave.net or by calling 972-941-7557.

NOTICE TO BIDDERS – City of Carrollton, Texas

Request for Proposal for RFP #25-056 Medical/RX Stop Loss will be accepted via the IonWave Technologies, Inc., bidding system https://carrollton.bids.ionwave.net/Login.aspx until the hour as specified below, at which time bids duly delivered and submitted will be considered for supplying the items listed below.

Description	Publication Dates	Opening Date	Opening Time
RFP #25-056 Medical/RX Stop Loss	9/8/25 & 9/4/25	9/25/25	2:00pm

NOTICE TO BIDDERS
INVITATION TO BID NO. 94-25 ANNUAL REQUIREMENTS CONTRACT FOR PARKS RESTROOM MAINTENANCE

The City of Richardson shall accept electronic bids through Bonfire at Cor.Bonfirehub.com or sealed Bids for Invitation to Bid No. 94-25 Annual Requirements Contract for Parks Restroom Maintenance until September 23, 2025, prior to 2:00 P.M. Central Time. Bids shall be received in the Purchasing Division located at the Richardson City Hall, 2360 Campbell Creek Blvd., Suite 525, Richardson, Texas 75082. Bids shall be opened and read aloud on Tuesday, September 23, 2025, at 2:30 P.M. ONLINE via Webex. Solicitation documents are available to be downloaded at no charge through https://Cor.Bonfirehub.com. A voluntary pre-bid meeting will be held on Friday, September 5, 2025 @ 10:00 A.M. ONLINE via Webex. Nonmaterial changes to the request for bids and any extension of the date for submission of bids and the date for bid opening will be communicated through Bonfire HUB at https://Cor.Bonfirehub.com via addendum.

Notice of Request for Proposal
Grocery & General Retail Merchandise Stores
RFP # 26-03-737

The Irving Independent School District (IISD), Dallas County, Texas will receive Proposals for the following: RFP # 26-03-737 for Grocery & General Retail Merchandise Stores until 2:00 PM, September 25, 2025, in the Purchasing Office located at 3621 W. Airport Frwy, Irving, TX 75062.

RFP information and requirements may be obtained for review on the Irving ISD website at: https://www.irvingisd.net/Page/705 or from the Purchasing Office from 7:30 AM to at least 5:00 PM, Monday through Thursday, or by calling (972) 600-5440.

Documents will be posted by 8:00AM on August 21, 2025. The posted document will include all information relevant to the procurement process and services needed. The district reserves the right to reject any or all proposals and to waive any informality. It is the responsibility of the vendors to check the listed internet site for any addenda posted in relation to this opportunity.

Bids & Proposals | Legal Notices | Legal Notices

PO#1233-9914/DO#1183332
CITY OF DALLAS
ADVERTISEMENT REQUEST FOR COMPETITIVE SEALED PROPOSALS

Competitive Sealed Proposals will be received via the City of Dallas' solicitation website at https://dallascityhall.bonfirehub.com until 1:00 pm on Fridays. All Proposers' company name(s) will be read live on Dallas TV 16 at 2:00 pm on Fridays and can be viewed on the City of Dallas website at www.dallascityhall.com (see City Meetings). Proposal's titles and dates of public reading are listed below. Proposal Packets may be obtained by downloading from https://dallascityhall.bonfirehub.com.

BY25-00023616 - Operational Management of a Cheer Tumbling Program at Walnut Hill Recreation – Commodity Code – 95800 (Bids Due on 10/03/2025, Bid Reading on 10/03/2025)

BA225-00027996 - On-Demand, Online Tutoring and Homework Support – Commodity Code – 92480 (Bids Due on 09/26/2025, Bid Reading on 09/26/2025)

Application has been made with the Texas Alcoholic Beverage Commission for a Q License/Permit by J3C, LLC; dba Crafted, to be located at 255 Cedar Sage Drive, Garland, TX 75040 in Dallas County in Texas. Officers of said corporation, or owners or partners are: John Erdeljac - President, Celeste Erdeljac - VP of Sales , and, Julie Erdeljac - VP of Purchasing & Merchandizing.

CITY OF ALLEN
PUBLIC NOTICE

Notice is hereby given that the Allen City Council adopted the following Ordinance at its regular meeting held on Tuesday, August 26, 2025.

ORDINANCE NO. 4169-8-25; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP AS PREVIOUSLY AMENDED, BY GRANTING SPECIFIC USE PERMIT NO. 192 AUTHORIZING LOT 2SR, BLOCK C, ARBOR LAKES ADDITION, AN ADDITION TO THE CITY OF ALLEN, COMMONLY KNOWN AS 1836 E. BETHANY DRIVE, PRESENTLY ZONED AS PLANNED DEVELOPMENT NO. 70 TO BE USED FOR A MEDICAL CLINIC USE; AND PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

A copy of this Ordinance may be read or purchased in the Office of the City Secretary, City of Allen, 305 Century Parkway, Allen, Texas 75013, or may be viewed at CityofAllen.org.

/s/ Shelley B. George, City Secretary

That's the
Buy and sell in the main
214.745.8123

Legal Notices | Legal Notices

Application has been made with the Texas Alcoholic Beverage Commission for a WINERY PERMIT by NICOLE HEERE dba HOUSEWIFE REBELLION LLC, to be located at 211 E. WORTH ST, GRAPEVINE, TARRANT COUNTY, Texas. Officers of said corporation OWNER is NICOLE HEERE, SINGLE MEMBER.

Want to Buy | Want to Buy

Legal Notices | Legal Notices

LEGAL NOTICE
CITY OF ROYSE CITY

On the 9th day of September 2025, at 7:00 pm in the Court\Council Chambers located at the City Hall and Courts Building at 100 West Main Street, Royse City, Texas, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of Royse City, Texas of the following described property: Annexation located in Collin County: Collin County Appraisal District ID 3765617, 1388010, 1288341, 1288001 and adjacent State Highway 66 and County Road 940, in James McBride Survey, Abstract 630 and W.H. Kuykendall Survey, Abstract 513, generally located south of County Road 940, north of State Highway 66 and east of FM 1777 in Collin County.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MELISSA, TEXAS, AMENDING MELISSA'S CODE OF ORDINANCES, ORDINANCE NO. 92-04, AS AMENDED, CHAPTER 13 (IMPACT FEES); ARTICLE 13.10 (WATER, WASTEWATER AND ROADWAYS), SECTIONS 13.102 (DEFINITIONS), 13.106 (IMPACT FEES ADOPTED), 13.108 (ASSESSMENT OF IMPACT FEES) AND 13.109 (COMPUTATION AND COLLECTION OF IMPACT FEES) AND ORDINANCE NOS. 09-20, 10-17, 15-29, 18-07, 2022-48, 2023-22 AND 2024-24; ADOPTING REVISED ROADWAY, WATER AND WASTEWATER IMPACT FEES TO BE ASSESSED AND COLLECTED; PROVIDING A PENALTY CLAUSE, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

Hope Baskin
City Secretary
City of Melissa, Texas

CITY OF ALLEN
PUBLIC NOTICE

Notice is hereby given that the Allen City Council adopted the following Ordinance at its regular meeting held on Tuesday, August 26, 2025.

ORDINANCE NO. 4170-8-25; AN ORDINANCE OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING TABLE 2 OF SECTION 4.08.19.7.D "SCHEDULE OF PRINCIPAL AND ACCESSORY USES IN DOWNTOWN DISTRICT" TO DELETE USES THAT ARE OTHERWISE PROHIBITED IN SAID DISTRICT, AND MODIFYING THE TITLES OF VARIOUS USES TO CONFORM TO THE DEFINITIONS OF SAID USES; BY AMENDING SECTION 4.20.2 "SCHEDULE OF PRINCIPAL USES" BY REMOVING USES NOT PERMITTED IN ANY DISTRICT, MODIFYING THE TITLES OF VARIOUS USES TO CONFORM TO THE DEFINITIONS OF SAID USES, AND ADDING A NEW USE; BY AMENDING SECTION 4.20.3 "SCHEDULE OF ACCESSORY USES" BY ADDING A NEW USE; BY AMENDING SECTION 4.04 "TEMPORARY USE PERMITS" REGARDING THE REGULATION OF TEMPORARY USE PERMITS; BY AMENDING SECTION 6.06 "SUPPLEMENTAL USE REGULATIONS" BY ADDING SECTION 6.06.16 "MASSAGE ESTABLISHMENTS" REGULATING THE USE AND DEVELOPMENT OF MASSAGE ESTABLISHMENTS AND SECTION 6.06.17 "ELECTRIC VEHICLE CHARGERS" REGULATING THE USE AND DEVELOPMENT OF ELECTRIC VEHICLE CHARGING STATIONS; BY AMENDING SECTION 7.03.3 "SCREENING MECHANICAL EQUIPMENT AND REFUSE ENCLOSURES" RELATING TO SCREENING REQUIREMENT FOR ELECTRIC VEHICLE CHARGING STATIONS; BY AMENDING SECTION 7.04.1 "VEHICLE PARKING" TABLE 7.04.1 "PARKING REQUIREMENTS," BY REMOVING THE USE "FAT RENDERING, ANIMAL REDUCTION"; BY AMENDING 7.09.5 "GENERAL REGULATIONS GOVERNING SIGNS" SUBSECTION 13 RELATING TO THE REGULATION OF ILLUMINATED SIGNS; BY AMENDING SECTION 8.05 "GENERAL PLAT REGULATIONS" BY ADDING SUBSECTION 5 RELATING TO PLAT SIGNATURE BLOCK REQUIREMENTS; BY AMENDING SECTION 8.05.7 "CROSS ACCESS AND MEDIAN CUTS" BY REMOVING COMPREHENSIVE PLAN REQUIREMENTS AND RENUMBERING; AND APPENDIX A "DEFINITIONS" BY ADDING AND AMENDING THE NAME AND DEFINITIONS FOR VARIOUS USES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

A copy of this Ordinance may be read or purchased in the Office of the City Secretary, City of Allen, 305 Century Parkway, Allen, Texas 75013, or may be viewed at CityofAllen.org.

/s/ Shelley B. George, City Secretary

Legal Notices | Legal Notices

Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverage Permit with Food and Beverage Certificate by Elevated Vibrations, LLC, to be located at 3200 Alma Dr., Plano, Collin County, Texas 75075. Officers of said limited liability company are Jennie Marie Cancelmi, Member.

Application has been made with the Texas Alcoholic Beverage Commission permit type of Off-Premises Retailer License/Permit: Wine Only Package Store _ by Dhanush 7 Petroleum Inc DBA's Burleson Mart address 101 S Burleson Blvd, Burleson, Texas 76028 in Johnson County by Anaika Chand President.

City of Dallas
Notice of Public Meeting
COMMUNITY DEVELOPMENT COMMISSION

The Community Development Commission (CDC) has scheduled a meeting on Thursday, September 4, 2025, at 06:00 PM at Dallas City Hall, 1500 Marilla Street, Council Briefing Room 6ES, and by videoconference. Residents may attend the meeting in-person; access videoconference link: https://bit.ly/3DfFmbZ or dial phone number: 469-210-7159, access code: 248 648 554#, password: kmRVa25JWc9. The meeting will also be broadcast on Spectrum Cable Channel 96 and available on-demand online at: https://dallascityhall.com/government/Pages/Live.aspx.

Individuals and interested parties wishing to speak or submit public comments must register with the Department at https://forms.office.com/e/69i7kKvQav or contact Budget & Management Services/Grants Administration Division by phone at (945) 239-0735 or by email at otscommunitydevelopment@dallascityhall.com no later than 24 hours in advance of the meeting. The City of Dallas will make "Reasonable Accommodations" to programs and/or other related activities to ensure any and all disabled individuals have access to services and resources to create an equal opportunity to participate in all City related programs, services and activities.
Anyone who requires an auxiliary aid or service to fully participate in the CDC meeting should notify Budget & Management Services/Grants Administration Division at (945) 239-0735 or TTY 1-800-735-2989, forty-eight (48) hours prior to the scheduled meeting.

La Comisión de Desarrollo Comunitario (CDC) ha programado una reunión para el jueves, septiembre 04, 2025, a las 06:00 PM en el Ayuntamiento de Dallas, 1500 Marilla Street, Sala de reuniones del Consejo 6ES, y por videoconferencia. Los residentes pueden asistir a la reunión en persona; acceder al enlace de la videoconferencia: https://bit.ly/3DfFmbZ o marcar el número de teléfono: 469-210-7159, código de acceso: 248 648 554#, contraseña: kmRVa25JWc9. La reunión también se transmitirá por el canal 96 de Spectrum Cable y estará disponible bajo demanda en línea en: https://dallascityhall.com/government/Pages/Live.aspx.

Las personas y partes interesadas que deseen hablar o presentar comentarios públicos deben registrarse en el Departamento en https://forms.office.com/e/69i7kKvQav o comunicarse con la División de Administración de Subvenciones/Servicios de Presupuesto y Gestión por teléfono al (945) 239-0735 o por correo electrónico a otscommunitydevelopment@dallascityhall.com a más tardar 24 horas antes de la reunión. La Ciudad de Dallas hará "Ajustes Razonables" a los programas y/u otras actividades relacionadas para asegurar que todas las personas con discapacidad tengan acceso a los servicios y recursos para crear una igualdad de oportunidades para participar en todos los programas, servicios y actividades relacionados con la Ciudad.

Cualquier persona que requiera una ayuda o servicio auxiliar para participar plenamente en la reunión del CDC debe notificar a la División de Administración de Subvenciones/Servicios de Presupuesto y Gestión al (945) 239-0735 o TTY 1-800-735-2989, cuarenta y ocho (48) horas antes de la reunión programada.

market

MERCHANDISE

- Estate Sales
- Garage Sales
- Antiques, Art, Collectibles
- Appliances-Home
- Auction Sales
- Books, Magazines
- Building Materials
- China, Silver, Tableware
- Cooling, Heating Equip
- Crafts, Hobbies, Seasonal
- Electronics
- Farm Equipment
- Flooring, Carpet
- Furniture-Home
- Gameroom Equip
- Infant/Children Items
- Jewelry, Watches
- Lawn & Garden
- Machinery & Tools
- Medical, Handicapped
- Equipment Merchandise
- Office Equip/Furn
- Pianos, Musical Instruments
- Pools, Spas, Supplies
- Portable Buildings
- Restaurant, Bar, Business Fixtures
- Sewing Machines
- Sporting Goods
- Tickets-Sports/Entertainment
- Tickets-Travel
- Warehouse Equip
- Wearing Apparel

Estate Sales

3818 Twin Falls St, Irving, 75062. Thurs 8:30-4, Fri 8:30-3 Sat 8:30-2. Full Full House. No Children.

Miscellaneous Merchandise

HUMMEL PLATES, FIGURINES AND BELLS HAWTHORN SANTAS, ODDS AND ENDS ROCKWELL THINGS STOCKBRIDGE VILLAGE AND SANTAS SEVERAL OTHER ONE ITEM GROUPS: ALL FROM THE 1970'S TO 1990'S TEXT 972-679-4648 WITH YOUR EMAIL ADDRESS: AND WE WILL SEND A COMPLETE LIST OF ITEMS WITH PRICES

The Dallas Morning News

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Auction Sales | Auction Sales

Beautiful Brick Home in Brush Creek Offered 9/12 @ 2PM
Desirable Home Addition in Well-Kept Neighborhood
WigginsAuctioneers.com | Megan @ 580.747.2496

JUMBLE

THAT SCRAMBLED WORD GAME
By David L. Hoyt and Jeff Knurek

Unscramble these Jumbles, one letter to each square, to form four ordinary words.

SUPHL

FICFL

VOROGY

LDUONT

Now arrange the circled letters to form the surprise answer, as suggested by the above cartoon.

Print your answer here:

(Answers tomorrow)

Yesterday's Jumbles: VAULT GRAPH ONLINE ELDEST
Answer: When they completed the jigsaw puzzle, they were — ALL TOGETHER

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FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Iteris Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

In Process

Printed Name: Mike Searle

Title: Regional Vice President

Signature: DocuSigned by: 673F8989B9F344D...

Date: Apr 1, 2026 | 9:14 AM PDT

Docusign Envelope ID: 2B478E8D-87D2-4A3C-88F8-F95E49EC17BA

E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E- Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.

2. Have it signed and notarized.

3. Then attach the notarized affidavit and the proof of registration where indicated.

ATTACH NOTARIZED AFFIDAVIT HERE

In Process

ATTACH PROOF OF REGISTRATION HERE

Docusign Envelope ID: 2B478E8D-87D2-4A3C-88F8-F95E49EC17BA

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that_____*[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of_____*[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

_____

Print Name:_____

Title:_____

Date:_____

In Process

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a_____*[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

_____

Notary Public

_____

Name typed, printed or stamped

My Commission Expires: _____

Docusign Envelope ID: 2B478E8D-87D2-4A3C-88F8-F95E49EC17BA

iteris
ALMAVIVA GROUP

512.716.0808
iteris.com

1250 S. Capital of Texas Hwy., Bldg. 1, Ste. 330
Austin, TX 78746-0014

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Iteris, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Iteris, Inc.'s proof of registration in the E-Verify system is attached to this Affidavit.

Signed by:
Christine Secord
Print Name

Vice President Human Resources
Title

11/26/2025
Date

STATE OF FLORIDA Virginia

COUNTY OF James City

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 26 day of NOV, 2025 by Christine Secord
Vice President Human Resources *[name of officer or agent, title of officer or agent]*
of Iteris, Inc., a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced CA Drivers License *[type of identification]* as identification.

Signed by:
Toni Josette Wright
Notary Public

[Notary Seal]

TONI JOSETTE WRIGHT
Electronic Notary Public
Commonwealth of Virginia
Registration No. 7535126
My Commission Expires Jun 30, 2028

Toni Josette Wright
Name typed, printed or stamped

My Commission Expires: 06/30/2028

Certificate Of Completion

Envelope Id: EA179BA3-CD0B-490D-B112-F1A8643FDF63
Status: Completed
Subject: Traffic Signal Systems & Safety Barrier Products - Engagement Letter
Source Envelope:
Document Pages: 2
Signatures: 2
Certificate Pages: 7
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
HR Operations - 1
1700 Carnegie Ave Ste 100
Santa Ana, CA 92705
bmancia@iteris.com
IP Address: 208.127.237.83

Record Tracking

Status: Original
11/25/2025 4:48:56 PM
Holder: HR Operations - 1
bmancia@iteris.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christine Secord csecord@iteris.com Title Security Level: Notarized Signing (Notary: Toni Josette Wright)	Signed by: Christine Secord 2B26E33984CA4B3... Signature Adoption: Pre-selected Style Using IP Address: 208.127.237.83	Sent: 11/25/2025 4:59:08 PM Viewed: 11/26/2025 8:37:00 AM Signed: 11/26/2025 8:39:00 AM

Electronic Record and Signature Disclosure:
Accepted: 11/26/2025 8:37:00 AM
ID: bbb85d52-1a3c-40b7-8c90-2e9f349c52b3

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Lorinda Krystyniak llk@iteris.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/26/2025 8:42:05 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Toni Josette Wright merciesrenewed@gmail.com Notary for Christine Secord (csecord@iteris.com) Security Level: Email, Account Authentication (Required), Digital Certificate **Signature Provider Details:** Signature Type: DS Authority IDV (Client ID: c171dfd7-d7e5-4793-b1bf-4d660787eaa0) Issuer: DocuSign Cloud Signing CA-Identity Subject: CN=Toni Wright	 Using IP Address: 72.218.51.62 Certificate policy: [1]Certificate Policy: Policy Identifier=1.3.6.1.4.1.42482.2.1.1.8 [1,1]Policy Qualifier Info: Policy Qualifier Id=CPS Qualifier: https://www.docusign.com/trust/compliance/public-certificates	Sent: 11/26/2025 8:36:39 AM Viewed: 11/26/2025 8:38:40 AM Signed: 11/26/2025 8:42:03 AM

Electronic Record and Signature Disclosure:
Accepted: 11/26/2025 8:38:40 AM
ID: a3e103f1-df4a-46ba-97b8-6de6fead8554

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/25/2025 4:59:11 PM
Envelope Updated	Security Checked	11/26/2025 8:38:32 AM
Envelope Updated	Security Checked	11/26/2025 8:41:26 AM
Certified Delivered	Security Checked	11/26/2025 8:38:40 AM
Signing Complete	Security Checked	11/26/2025 8:42:03 AM
Completed	Security Checked	11/26/2025 8:42:05 AM

In Process

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Docusign Envelope ID: 2B478E8D-87D2-4A3C-88F8-F95E49EC17BA 1 PM
Parties agreed to: Christine Secord, Toni Josette Wright

INFORMED CONSENT AND AGREEMENT TO USE ELECTRONIC RECORDS AND SIGNATURES

("Consent and Agreement")

Please carefully review this Informed Consent and Agreement to Use Electronic Records and Signatures (â€œConsent and Agreementâ€?). If you consent and agree to electronically receive, review and sign the documents in the envelope subject to the terms below, check the "I consent to use Electronic Records and Signatures" box and then click the "Review Document" button below.

Why We Are Asking for Your Consent

Iteris, Inc. ("Iteris," "we," "us," "our") must ask for and obtain your consent and agreement before using electronic documents and signatures in its relationship with you in order to create electronic records, as described in more detail below. In order for us to send you electronic documents and have you electronically sign them, rather than signing paper documents by hand, we need your consent.

Your Consent and Agreement and What it Means

Your Consent is optional. It is solely up to you whether or not to do so. If you want to use electronic documents and signatures, then you must consent and agree to the terms and conditions relating to the system and process that we will use, as set forth below.

In the case you have an existing valid account with DocuSign, we will ask for your consent the initial time we send you an envelope of electronic documents. Thereafter, we will ask for your consent when we update the Consent and Agreement and we send you an envelope of electronic documents. In the case you do not have an existing valid account with DocuSign, we will ask for your consent each time we send you an envelope of electronic documents.

By checking the "I consent to use Electronic Records and Signatures" box and then clicking the "Review Documents" button below, you will be giving us your informed consent and agreement to use the electronic documents and signature system and process described below to electronically receive and review and electronically sign paperless documents. You will be agreeing to be bound by any documents you electronically sign the same as if you had received a paper copy of the document and signed it by hand with an ink pen. If you do not agree to the terms of this Consent and Agreement, do not check the "I agreeâ€¦" box. Note that even if you agree now, in the future after receiving an electronic document, you will be able to withdraw your consent as described below.

What Documents You will Receive Electronically

By agreeing to this Consent and Agreement you will receive, review and sign electronically the electronic documents presented when you click the "Review Document" button below. These electronic documents may include, but are not limited to confidentiality, license, service and other agreements between you and us relating to our products and services. We may always, in our sole discretion, provide you with any document on paper, even if you have authorized electronic delivery. Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper (according to the relevant agreement), unless we tell you otherwise how to deliver the notice to us electronically.

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How you will Receive Electronic Documents

We will place one or more electronic documents, which may or may not require your signature, in an electronic envelope on the DocuSign system (as described below), and a link to the envelope will be emailed to you. You will access the envelope and electronic documents by clicking the link in the email, review the documents, and, if you choose, electronically sign them using the DocuSign system. You agree to immediately notify us if you receive any electronic document or information that appears to be in error or not intended for you.

Withdrawing Your Consent

We will ask you for this Consent and Agreement as described in the provision above titled "Your Consent and Agreement and What it Means". Once you give your Consent and Agreement for an envelope, you can still withdraw it for that envelope, prior to electronically signing a particular document in the same envelope. And, even if you electronically sign a particular document, you may still withdraw the Consent and Agreement for that document before the signing process is completed, and such withdrawal will apply to any other documents included in the same envelope. If you do this, you will be unable to proceed electronically and will be required to use paper documents and signatures. You can also choose to withdraw your consent in the future when you are presented with subsequent envelopes. Upon withdrawing your consent, you will be unable to proceed electronically and you may be required to use paper documents and signatures. If you give your Consent and Agreement for an envelope, although you may not withdraw it, you can still choose not to electronically sign any or all electronic documents in that envelope as prescribed in this Consent and Agreement. In addition, before you complete an electronic signature of a document, you may cancel and exit the electronic signing process before clicking the "Confirm Signing" (or other similarly titled button) and closing your browser.

Retaining Electronic Documents

You should retain a copy of all electronic documents we provide to you, including this Consent and Agreement, for your future reference. You can do this by printing the page on paper or saving it to your computer. A copy of this Consent and Agreement, as it may be amended from time to time for consents to be given in the future, will also be available to you at www.clearag.com/consent-policy.

Getting Paper Documents

If instead of receiving and signing electronic documents, you would rather use paper documents, you should contact us. If you electronically sign a document, you can, in addition to printing a paper copy and/or saving it to your computer, obtain a paper copy from us by contacting Kathy Osborne, Vice President, Operations, kathyo@iteris.com.

DocuSign System

We have entered into an agreement with DocuSign, Inc. ("DocuSign") to make the DocuSign electronic signing system available to facilitate your receipt, review and electronic signature of electronic documents. Your use of the DocuSign system is subject to DocuSign's Terms of Use available at www.docusign.com/company/terms-of-use. Iteris and DocuSign are not affiliated with each other. We are not responsible for the DocuSign system, and we disclaim any representations and all warranties regarding the DocuSign system. Your use of the DocuSign system is entirely your choice and solely your responsibility.

Hardware and Software Requirements

In order to receive electronic documents and electronically sign them, you will need access to a computer or mobile device with internet service and access to an email account. In order to access the electronic documents sent to you, your computer or mobile device must meet certain

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requirements, the current version of which is shown below. These requirements will change from time to time, and without notice to you, as third-party technology providers update their products. You can visit www.docusign.com/company/terms-of-use/specifications for the most up to date system requirements. These requirements include: (1) an operating system and internet browser that together support the display of PDF documents; and (2) up-to-date PDF reader software. If you have questions related to the current requirements, please contact us at electronic-documents@clearag.com.

The Current Version of software and hardware that meets these requirements is identified below. By "Current Version," we mean a version of the software that is currently being supported by its publisher. We reserve the right to discontinue support of a Current Version if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use in the transaction.

Operating Systems:

Windows® XP, Windows Vista®; Windows® 7, Mac OS® X

Browsers:

Latest stable release (except where noted) of Internet Explorer® (8.0 or above, compatibility mode is supported only for 9.0 and above); Windows Edge; Mozilla® Firefox®, Safari™; Google Chrome®. NOTE: Pre-release (e.g., beta) versions of operating systems and browsers are not supported.

Mobile:

Apple iOS® 8.0 and above; Android™ 4.0 and above; Windows 8.1 and above; Windows 10; Windows Phone 8.1.

PDF Reader:

Acrobat® or similar software may be required to view and print PDF files

In Process

Screen Resolution:

1024 x 768 minimum

Enabled Security Settings:

Allow per session cookies

Your email notifications are made available in HTML (regular Web hypertext) format, and your electronic documents are made available in PDF format. Your electronic documents may be viewed electronically via the Web and printed with a local printer. You may also save your electronic documents to your local hard drive the way you would any other file from the Internet. Depending upon your comfort level with accessing and storing electronic documents, you should determine whether electronic or paper documents and delivery is best for you. For viewing, printing, storing or downloading your email announcements or the linked web pages, you should use the latest version of your web browser with JavaScript enabled. To access the PDF format for printer-friendly electronic documents, you will also need Adobe Acrobat Reader™. If you do not have Adobe Acrobat Reader installed on your computer, you can download the necessary software free at any time at www.adobe.com.

If accessing the DocuSign system via a mobile device, please understand that wireless network coverage and Wi-Fi network speed varies by provider and geographic location. Counterparty is not responsible for limitations and/or failures in performance associated with any wireless or Wi-Fi service used to access the DocuSign system or for the security of any wireless or Wi-Fi service (see **"Security and Privacy Information,"** below).

Updating Your Email Address and Other Contact information

It is your responsibility to provide us with accurate and complete e-mail address and other

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contact information, and to maintain and update promptly any changes in this information. In addition, we may periodically ask you to confirm or update your email and any other information needed to contact you electronically. You may update your email address by contacting us at electronic-documents@clearag.com.

Security and Privacy Information

In accessing electronic documents and electronically signing them, you should use a computer operating system that has a firewall (software that is designed to prevent unauthorized access to your computer by blocking suspicious people or websites) and that it is turned on and up-to-date. You should also make sure that your computer has anti-virus software that it is turned on and that your subscription is current.

Emails sending you links to envelopes with electronic documents for electronic signature are not encrypted (unless the email expressly says that it is encrypted); but the contents of the envelopes are protected. Be aware that some email addresses may use all or part of your name. Although we believe that email is a reasonably reliable method of delivery, as with any form of communication, there is a risk of mis-delivery or interception.

DocuSign's privacy policy applies to your use of the DocuSign system. In addition, our privacy policy applies to information we receive from you as part of the electronic signature process. To view our privacy policy, go to www.clearag.com/privacy. In addition, we will make commercially reasonable efforts to ensure that your personal information we receive from you, like e-mails and contact information, are kept secure at all times; however, you acknowledge that the levels of data protection and privacy laws in other countries may not be as high as those applicable in your jurisdiction.

Accessing the DocuSign system via a mobile device involves the electronic transmission of information across the networks of your wireless service provider. We are not responsible for the privacy or security of wireless data transmissions. Use only reputable service providers and check with your wireless service provider for information about its privacy and security practices.

The Effect of Your Consent and Agreement

By checking the "I consent to use Electronic Records and Signatures" box and then clicking the "Review Documents" button below you are providing your electronic signature on this Consent and Agreement and indicating that you acknowledge, agree and demonstrate that:

- You have read this Consent and Agreement and understand it.
- You consent to electronically receive and review the electronic documents included in the electronic envelopes sent to you.
- You have the hardware and software described above, an active email account, and you can (1) access, view, and print on paper or save on your computer this electronic Consent and Agreement and the electronic documents and (2) access the Web sites described above, including their content, in either HTML or PDF formats, as applicable.
- Your electronic signature on any of the electronic documents, including this Consent andAgreement, will bind you to that document the same as if you had signed a paper copy of the document with an ink pen. You will not contest the validity or enforceability of any electronic document you receive or electronically sign because the document and your signature are in electronic form.
- Your personal information may be transferred to and stored and processed in the United States.
- You understand that you should contact us to report any problem with your enrollment.

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DocuSign Consent & Agreement Form: Ver: 20161206

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PROOF OF REGISTRATION ON FOLLOWING PAGES

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Fi9 ALLIANCE PARTNER
CLIENT REGISTRATION FORM

In order to create a User account for Form I-9 Compliance / E-Verify Services, you must first complete this registration form and forward it to your Service Provider. If you would prefer a version to print and complete, please contact Form I9 Compliance.

☐ Electronic Form I-9 **ONLY** **(complete Part 1 ONLY)**

☑ Electronic Form I-9 **AND** E-Verify **(complete Parts 1 AND 2)**

E-Verify **ONLY** **(complete Parts 1 AND 2)**

PART 1 - Electronic Form I-9 Only

Full Legal Name of Organization (the Employer)

Iteris, Inc.

Number of Current Employees 500

Select your Industry Sector

Transportation and Warehousing

Select your Industry Sub-Sector

Support Activities for Transportation

Primary Location Address (Physical Address Only, No P.O. Boxes)

Street Address	1700 Carnegie Avenue, Suite 100
City, State, Zip Code	Santa Ana, CA 92705
County	Orange

Primary Mailing Address (Complete only if mail is not delivered to the above address)

Street Address	
City, State, Zip Code	

Primary Point of Contact

Full Name and Title	Bianca Mancia
Phone Number	949-413-7081
Fax Number	
Email Address	bmancia@iteris.com

Service Provider (Company through which you will access Form I-9 Services)

Employment Screening Services (ESS)

If you selected Electronic Form I-9 only, skip Part 2. If you selected Electronic Form I-9 AND E-Verify, complete Part 2.

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PART 2 - E-Verify and Electronic I-9

Complete this section if you intend to access the E-Verify System.

Incomplete registration forms will be returned for proper completion.

Form I-9 Compliance LLC (Fi9) is your E-Verify Web Services Employer Agent to utilize the E-Verify System through the E-Verify Program. As such, Fi9 is responsible for generating a Memorandum of Understanding (MOU) that must be executed by the Department of Homeland Security (DHS), the Social Security Administration (SSA), the Employer, and Fi9.

Upon receipt of the completed Client Registration Form and User Agreement, Fi9 will register your organization with DHS who will generate the MOU for your organization. Upon receipt of your executed MOU Signature Page, DHS, through Fi9, will complete your registration process.

Employer Identification Number (EIN or Tax ID) 95-2588496

The EIN, also known as a Federal Tax ID Number, may or may not be separated by a hyphen. For example: 123456789. There are a total of nine numbers.

Select Your Organization Designation

Certain types of organizations have unique E-Verify requirements so it's important for us to know if your company is a federal contractor with or without the Federal Acquisition Regulation (FAR) E-Verify clause or a federal, state or local government organization. If you select on of those categories, you may be asked additional questions related to that category. If note of those categories applies to your company, you should select 'None of these categories' apply.

- [x] None of these categories apply (if selected, skip to **Multiple Hiring Sites**)
- [ ] Federal Government
- [ ] State Government
- [ ] Local Government
- [ ] Federal Contractor without FAR E-Verify Clause
- [ ] Federal Contractor with FAR E-Verify Clause
  (if selected, please answer following questions)

Which category best describes your organization?

- [ ] None of these categories apply
- [ ] State or Local Government
- [ ] Sureties
- [ ] Institution of Higher Education
- [ ] Federally Recognized Indian Tribe

Which employees will your company verify?

- [ ] Employees assigned to a covered Federal Contract Only.
- [ ] All new hires and existing employees assigned to Federal Contract
- [x] Entire workforce (all new hires and all existing employees throughout the entire Company)

Multiple Hiring Sites [x] Yes [ ] No

*If multiple hiring sites will use the E-Verify System, please complete the fields on the next page. For E-Verify purposes, a **"Hiring Site"** is defined as "a company location where E-Verify is submitted"*

You may attach your own spreadsheet if you prefer or if you need additional room.

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Street Address	City	State	Zip Code
1700 Carnegie Avenue Suite 100	Santa Ana	CA	92705
801 S. Grand Ave. Suite 750	Los Angeles	CA	90017
1999 Harrison St. Suite 1675	Oakland	CA	94612
375 Beale Street	San Francisco	CA	94105
1907 N US Hwy 301 Building C Suite 120	Tampa	FL	33619
11202 N. McKinley Drive	Tampa	FL	33612
4975 Wilson Rd.	Sanford	FL	32771
801 International Parkway Suite 500	Lake Mary	FL	32746
549 S. Park Ave.	Idaho Falls	ID	83402
319 W. State Street Suite 200	Geneva	IL	60134
100 Illinois St. Suite 200	St. Charles	IL	60174
100 South 4th St. Suite 550	St. Louis	MO	63102
4324 University Ave. Suite B	Grand Forks	ND	58203
14707 California St. Suites 1&2	Omaha	NE	68154
8101 "O" St. Suite 201	Lincoln	NE	68510
225 Wilmington - West Chester Pike Suite 200	Chadds Ford	PA	19317
6 Indian Meadows Dr. Suite 420	Round Rock	TX	78665
1250 S. Capital of Texas Hwy Building 1 Suite 330	West Lake Hills	TX	78746
1700 Bryant Dr. Unit 104	Round Rock	TX	78664
11781 Lee Jackson Memorial Hwy Suite 625	Faifax	VA	22033
4890 Alliance Dr.	Faifax	VA	22030
1019 Hull St., First Floor	Richmond	VA	23224
140 Virginia St. Suite 301	Richmond	VA	23219
144 Business Park Dr. Suite 205	Virginia Beach	VA	23462
811 Commerce Rd.	Staunton	VA	24401
1596 Deborah Lane	Salem	VA	24153
1800 & 1850 Deming Way	Middleton	WI	53562

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USER AGREEMENT

THIS USER AGREEMENT (the "Agreement") is made and entered into by and between the employer listed below ("Employer") and Form I-9 Compliance LLC ("Fi9") as of the date set forth below.

Your Service Provider is an Alliance Partner of Form I-9 Compliance LLC (Fi9) who provides services ("Services") to employers ("Employer") with Fi9's software, including its electronic signature solution, (together with related printed or electronic materials, manuals and other documentation related thereto, the "Software") and through Fi9's website www.formi9.com (together with any other website operated by Fi9, the "Website"). By signing below, the Employer listed below agrees to be legally bound by this User Agreement as a legally binding agreement between Fi9 and such Employer ("Agreement").

1. Authorized Activities. Subject to the terms of this Agreement, and payment of all applicable fees, Fi9 grants Employer the non-exclusive, non-sublicenseable, non-transferable right to permit each Employer User to access, view and use the Software at the Website solely for Employer's internal business purposes. An "Employer User" means the specific employee or agent of Employer for which Employer has requested and obtained a username and password from Fi9. Employer and Employer Users are collectively referred to as "User." Employer and each Employer User shall abide by the terms of this Agreement and shall be responsible for any violations of this Agreement by such Employer User. Each User is responsible for keeping the Company ID and all user names and passwords provided by Fi9 or Alliance Partner confidential and not to provide them to any third party. Employer gives Fi9 permission to access its accounts for support and maintenance purposes. Employer must promptly notify Alliance Partner or Fi9 if any Company ID, username or password of any of its Employer Users is to be revoked or terminated; or is lost, stolen or used without permission or the occurrence of any unauthorized access to any computer or system that may have given a third party access to the Company ID, username or password.

2. Limitations on Use. No User shall permit anyone other than such User to use the Company ID or such User's username and password or transfer, distribute, rent or sublease any such Company ID, username or password. User shall not attempt to learn any third party's Company ID, username or password or to use any means to access the Services, Software or Website other than logging in using the Company ID and username and password issued by Fi9 to Employer and such Employer User, respectively. User may use the Website only as intended by Fi9 as indicated by this Agreement and instructions and other materials on the Website.

2.1 The Software is to be used only on the Website and shall not be downloaded. User shall not modify in any way or reproduce or publicly display, perform, or distribute or otherwise use the Software, Website, or any material downloadable from the Website. User shall maintain and abide by all copyright, trademark and other notices contained in such material. User may not reverse engineer, decompile, or disassemble the Software. User shall not (i) use the Website to promote any unlawful activity or purpose, including without limitation, any activity that could give rise to criminal or civil liability or carry out any unauthorized alteration of any data or information on the Website, or (ii) store on, or send, post or otherwise publish through the Software or Website, any message, material, user name or other communication that: (a) impersonates any person or entity; (b) is unlawful, offensive, false or misleading; (c) constitutes or encourages the conduct of a criminal offense; (d) gives rise to any liability; (e) causes injury of any kind to any person or entity; or (f) contains harmful or malicious components or code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

3. Term; Termination. This Agreement is effective until terminated. Employer may terminate this Agreement at any time, for any reason, after providing Form I-9 Compliance forty-five (45) days advance written notice. Prior to the termination of this Agreement, Employer can print out all I-9 information that is contained within the Form I-9 Compliance electronic system by utilizing the PDF Print feature located on each electronic I-9 record. The Employer may also request Fi9 prepare the export, for a fee of $1.00 per employee record, which includes a PDF package for each employee and contains the Electronic I-9 Form, Signature Receipts, Electronic Section 3 Updates (if applicable), Supporting Documents (if applicable), E-Verify Result Page (if applicable), any Scanned Historical I-9 Forms (if applicable), and Audit Logs. The minimum export fee is $3,500.00. Once the export is processed, the I-9 information, will be sent via secure electronic method to the designated Employer Representative. Fi9 may terminate the Services and this Agreement immediately if fees payable are not paid by the appropriate party within 60 days after notice from Fi9 or if Employer or any of its Employer Users violates any of the other terms, conditions or provisions of this Agreement. All provisions of this Agreement relating to disclaimer of warranties, limitation of liability, remedies or damages, and Fi9's proprietary rights shall survive termination. Termination of this Agreement shall not relieve the Employer of its obligation to pay for services received from Fi9 prior to termination of the Agreement.

4. Disclaimers; Limited Warranties; Limitation of Remedies.

4.1 Disclaimer With Respect to Electronic Transactions; No Legal Advice. Fi9 MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY USE OF THE SOFTWARE, WEBSITE OR SERVICES, INCLUDING WITHOUT LIMITATION, IN CONNECTION WITH ELECTRONIC TRANSACTIONS, ELECTRONIC CONTRACTS OR ELECTRONIC SIGNATURES. Use of the Software, Website or Services is at User's sole risk. A variety of State and United States Federal laws prescribe various elements of legally enforceable signatures and may prohibit their use in certain instances. Use of the Software, Website or Services is not a substitute for legal advice; User acknowledges and agrees that User is not relying on Fi9, to provide any legal advice whatsoever, including without limitation, as to electronic signatures, communications or contracts. User shall consult with User's own legal counsel in connection with and bears all risk and responsibility with regard to use of the Software, Website or Services for all purposes, including without limitation, determining whether all elements required under applicable law are met as to effectiveness, validity and enforceability of electronic communications, signatures or contracts.

4.2 Limited Warranty.

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(a) Fi9 does not warrant that the Services, Software or Website will meet User requirements or that the operations of the Services, Software or Website will be uninterrupted or error-free. Fi9 warrants that the Software will function substantially in accordance with the documentation and specification for its operation. User's exclusive remedy under this limited warranty is to re-submit, at Fi9's election, the originally requested service, i.e. electronic Form I-9, employment verification check, electronic signature, at no additional charge or receive a refund of fees paid for the item or Service that does not meet this limited warranty.

(b) EXCEPT AS PROVIDED ABOVE, THE SERVICES, SOFTWARE AND WEBSITE ARE PROVIDED "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTY OF MERCHANTABILITY FITNESS FOR ANY PARTICULAR PURPOSE, SECURITY, ACCURACY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES, SOFTWARE OR WEBSITE IS BORNE BY USER.

5. Liability.

5.1 Remedies for Employer. In the event of the failure of Fi9 to fulfill any of its obligations hereunder, including without limitation the warranties set out in Section 4, the exclusive remedy of Employer shall be to request that such obligation be fulfilled and, if that does not occur, to terminate this Agreement and to bring an action for actual damages, subject to the following limitations:

(a) NO LIABILITY FOR CONSEQUENTIAL DAMAGES, LOST PROFITS, ETC. TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO ANY BREACH OF THIS AGREEMENT OR OTHER CLAIM RELATED TO THIS AGREEMENT, FI9 SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR LOST SAVINGS, ANY PUNITIVE, TREBLE OR SIMILAR DAMAGES, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR ANY CLAIM BY ANY THIRD PARTY, INCLUDING CLAIMS BY EMPLOYER FOR INDEMNITY, CONTRIBUTION OR THE LIKE. EMPLOYER EXPRESSLY ACKNOWLEDGES THAT IT MAY INCUR DAMAGES OF THE TYPE SET FORTH IN THIS SUBSECTION AND EVEN IF FI9 HAS BEEN OR IS EVER ADVISED IN THE FUTURE OF THE POSSIBILITY OF THE TYPES OF DAMAGES SET FORTH IN THIS SUBSECTION, FI9 SHALL NOT BE LIABLE FOR SUCH DAMAGES.

(b) LIMITATION ON AMOUNT. IN ADDITION TO THE LIMITATIONS SET FORTH IN SUBSECTION (a) ABOVE, TO THE FULLEST EXTENT PERMITTED BY LAW, FI9 SHALL NOT HAVE ANY LIABILITY FOR DAMAGES FOR ANY CLAIMS RELATING TO THIS AGREEMENT IN EXCESS OF AN AMOUNT EQUAL TO THE FEES ACTUALLY PAID BY EMPLOYER TO FI9 DURING THE THREE MONTHS PRECEDING ANY CLAIM IN WHICH FI9 IS FOUND TO BE CULPABLE.

5.2 Remedies for Fi9. In the event of the failure of Employer to fulfill any of its obligations hereunder, the exclusive remedy of Fi9 shall be to request that such obligation be fulfilled and, if that does not occur, to terminate this Agreement and to bring an action for actual damages, subject to the following limitations:

I-9 Process

(a) LIMITATION ON AMOUNT. TO THE FULLEST EXTENT PERMITTED BY LAW, EMPLOYER SHALL NOT HAVE ANY LIABILITY FOR DAMAGES FOR ANY CLAIMS RELATING TO THIS AGREEMENT EXCEPT FOR TOTAL MONIES PAST DUE OR FOR CONTRACT PROCEEDS WHICH WOULD, IN THE ABSENCE OF A BREACH BY EMPLOYER, BECOME DUE UNDER THIS AGREEMENT.

(b) LIABILITY FOR CONSEQUENTIAL DAMAGES, LOST PROFITS, ETC. EXCEPT AS SET FORTH IN SUBSECTION (a) ABOVE, TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO ANY BREACH OF THIS AGREEMENT OR OTHER CLAIM RELATED TO THIS AGREEMENT, EMPLOYER SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR LOST SAVINGS, ANY PUNITIVE, TREBLE OR SIMILAR DAMAGES, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR ANY CLAIM BY ANY THIRD PARTY, INCLUDING CLAIMS BY FI9 FOR INDEMNITY, CONTRIBUTION OR THE LIKE. FI9 EXPRESSLY ACKNOWLEDGES THAT IT MAY INCUR DAMAGES OF THE TYPE SET FORTH IN THIS SUBSECTION AND EVEN IF EMPLOYER HAS BEEN OR IS EVER ADVISED IN THE FUTURE OF THE POSSIBILITY OF THE TYPES OF DAMAGES SET FORTH IN THIS SUBSECTION, EMPLOYER SHALL NOT BE LIABLE FOR SUCH DAMAGES.

5.3 Exclusions. None of the limitations set forth in Section 5.1 through 5.3 above shall apply to claims by either party concerning enforcement of its rights regarding patents, copyrights, trade secrets, trademarks, proprietary rights or trade names.

6. Ownership. All rights and title, including without limitation, copyrights in and to the Software (including but not limited to any object or source code, images, buttons, screen, photographs, animations, video, audio, music, text and "applets," incorporated into the Software or used in providing the Services), the Website, and any copies of the Software, Website, or materials created through their use are owned by Fi9 or its suppliers. If Employer is the United States Government or any agency thereof, the Software and other items of the Software are each a "commercial item," and "computer software" as those terms are defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all United States government customers acquire only those rights in the Software that are specified in this Agreement.

7. Indemnification. Each User agrees to indemnify and hold Fi9 and its parent companies, subsidiaries, affiliates, officers, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of (i) Such User's (and in the case of an Employer, any of its Employer Users) negligence or use of the Services, Software or Website or violation of this Agreement, (ii) any use of the Services, Software or Website by any party (other than the authorized Employer User) while using the Company ID of the Employer and any username or password issued by Fi9 to such User (and in the case of an Employer, any of its Employer Users (provided, such User shall not be required to indemnify if the User has promptly notified Fi9 that the Company ID, username or password has been improperly obtained by another party and the User has not been

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negligent); or (iii) any incorrect, inaccurate or incomplete information provided to Fi9 by such User (and in the case of an Employer, any of its Employer Users).

8. Force Majeure. Fi9 shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including without limitation acts of God, fire, explosion, vandalism, storm or other similar catastrophes; any aspect of operation of the Internet; any law, order, regulation, direction, action or request of any department, agency, commission, court, bureau, corporation or other instrumentality of governments, or of any civil or military authority; national emergencies; insurrections; civil unrest; riots; wars; or strikes, lock-outs, work stoppages or other labor difficulties.

9. Arbitration. Except as otherwise provided in this Agreement, any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be resolved by arbitration in Orange County, California. This Agreement was negotiated, entered into and performed in Orange County, California. The parties hereto hereby consent to jurisdiction and venue in Orange County, California. The arbitration shall be administered by Judicial Arbitration and Mediation Services ("JAMS") in its Orange County office, before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Rules and Procedures. The arbitrator shall be a retired judge in the federal, state or appellate courts of the State of California affiliated with JAMS. Each of the parties to this Agreement reserves the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order and/or the appointment of a receiver on the grounds that the arbitration award to which the applicable may be entitled may be rendered ineffectual in the absence of such relief. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The award of the arbitrator shall be final and binding. All discovery disputes shall be resolved by the arbitrator. Any arbitration hereunder may be consolidated by JAMS with the arbitration of any other dispute arising out of or relating to the same subject matter when the arbitrator determines that there is a common issue of law or fact creating the possibility of conflicting rulings by more than one arbitrator. Any disputes over which arbitrator shall hear any consolidated matter shall be resolved by JAMS. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement, nor to grant any remedy which is either prohibited by the terms of this Agreement, or not available in a court of law. The expenses of the arbitration, including any JAMS administration fees and any arbitrator's fees, and costs of the use of facilities during the arbitration hearings, shall be borne equally by the parties.

10. Governing Law; Venue. The display or use of the Services, Software or Website alone does not subject Fi9 to any specific jurisdiction. All questions in respect of the enforceability of the agreement of the parties to arbitrate pursuant to subsection F. above which may be resolved by state law shall be resolved according to the law of the State of California. Any action brought to enforce the provisions of subsection F. above shall be brought in the Orange County Superior Court. All other questions in respect of this Agreement, including, but not limited to, the interpretation, enforcement of this Agreement (other than the right to arbitrate), and the rights, duties and liabilities of the parties to this Agreement shall be governed by the laws of the State of California, without giving effect to its law regarding the conflict of laws.

In Process

11. Miscellaneous. If for any reason the court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced in such jurisdiction to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. Failure of a party to enforce performance of the terms, conditions or other provisions of this Agreement shall not be construed as a waiver of any right granted under this Agreement to such party nor to affect the validity of this Agreement or such party's right thereafter to enforce each and every provision of this Agreement. Any waiver amendment or amendment of any provisions of this Agreement shall be effective only if in writing and signed by authorized representatives of the Employer and Fi9. User may not assign this Agreement or any rights or obligations hereunder without the prior written approval of Fi9. Any assignment in violation hereof shall be void and without effect. Fi9 may assign this Agreement without User's approval.

By signing below, Employer hereby accepts all provisions within this User Agreement and acknowledges that Employer's account will not be activated until (1) this signed User Agreement is returned to Form I-9 Compliance, LLC and, (2) if Employer is electing to enroll in the E-Verify Program, a Memorandum of Understanding (MOU) between the Employer, the Department of Homeland Security, the Social Security Administration, Form I-9 Compliance, LLC (the Employer Agent) has been signed. A signed copy of this Agreement and/or the MOU delivered to Form I-9 Compliance, LLC in person, by e-mail to: support@formi9.com or by facsimile to: (949) 720-4933, shall be as legally binding as if it were an originally signed form.

Organization Iteris, Inc.

Signature

Printed Name Bianca Mancia

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FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Kansas

County of Sedgwick

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Iteris, Inc. (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 11/24/2025

Signed: Signed by: Mike Searle 629CA834D6444BA...

In Process

Entity: Iteris Inc.

Name: Mike Searle

Title: VP of Sales

In Process

Staete of Florida, County fo Broward,

Sworn to (or affirmed) and subscribed before me this 24 day of November, ~~2024~~ 2025, by Michael Kirk Searle.

ANA JOHNSTON
Notary Public - State of Florida
Commission # HH 237157
My Comm. Expires Jun 30, 2026

Notary Signature

Ana Johnston

Online FL Notary Public
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known_____

OR Produced Identification_x_____

Type of Identification Produced_~~KA Driver's~~ License

Michael Kirk Searle as Vice-President of sales for Iteris INC., appeared before me by means of online notarization and produced a KA Driver's License as identification.
Electronically signed and notarized online using the DocuSign/OneNotary platform.

Certificate Of Completion

Envelope Id: 95426014-4D58-4D72-B716-1D99C588A85B
Status: Completed
Subject: Complete with Docusign: Human Trafficking Affidavit for Notarization.pdf
Source Envelope:
Document Pages: 1
Signatures: 2
Certificate Pages: 7
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Aryani Guzman
1700 Carnegie Ave Ste 100
Santa Ana, CA 92705
AGuzman@iteris.com
IP Address: 208.127.237.83

Record Tracking

Status: Original
11/24/2025 10:15:05 AM
Holder: Aryani Guzman
AGuzman@iteris.com
Location: DocuSign

Signer Events	Signature	Timestamp
Mike Searle msearle@iteris.com VP of Sales Iteris Inc. Security Level: Notarized Signing (Notary: Ana Johnston)	Signed by: Mike Searle 629CA834D6444BA... Signature Adoption: Pre-selected Style Using IP Address: 24.255.188.50	Sent: 11/24/2025 10:28:59 AM Viewed: 11/24/2025 10:41:00 AM Signed: 11/24/2025 10:49:46 AM

Electronic Record and Signature Disclosure:
Accepted: 11/24/2025 10:41:00 AM
ID: 2aecb4f7-34e2-4f1a-9f55-ad8d86b9bded

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Ana Johnston anasells@me.com Online FL Notary Public Notary for Mike Searle (msearle@iteris.com) Security Level: Email, Account Authentication (Required), Digital Certificate **Signature Provider Details:** Signature Type: DS Authority IDV (Client ID: c171dfd7-d7e5-4793-b1bf-4d660787eaa0) Issuer: DocuSign Cloud Signing CA-Identity Subject: CN=Ana Johnston	 Using IP Address: 99.29.226.174 Certificate policy: [1]Certificate Policy: Policy Identifier=1.3.6.1.4.1.42482.2.1.1.8 [1,1]Policy Qualifier Info: Policy Qualifier Id=CPS Qualifier: https://www.docusign.com/trust/compliance/public-certificates	Sent: 11/24/2025 10:40:46 AM Viewed: 11/24/2025 10:46:52 AM Signed: 11/24/2025 10:52:03 AM

Electronic Record and Signature Disclosure:
Accepted: 11/24/2025 10:46:52 AM
ID: 1210af70-9ea6-44bb-b4b1-2e4b849588ea

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/24/2025 10:29:03 AM
Envelope Updated	Security Checked	11/24/2025 10:46:43 AM
Envelope Updated	Security Checked	11/24/2025 10:46:43 AM
Envelope Updated	Security Checked	11/24/2025 10:49:01 AM
Envelope Updated	Security Checked	11/24/2025 10:49:02 AM
Envelope Updated	Security Checked	11/24/2025 10:50:55 AM
Certified Delivered	Security Checked	11/24/2025 10:41:00 AM
Signing Complete	Security Checked	11/24/2025 10:49:46 AM
Completed	Security Checked	11/24/2025 10:52:04 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026

Department	INFORMATION TECHNOLOGY	**Amount**	$72,084.00
Division	INFORMATION TECHNOLOGY	**Org/Account #**	65052525-051020, 65010071-034000

Subject: RESOLUTION 2026-XX APPROVING PIGGYBACKING THE SOURCEWELL STATE OF MINNESOTA AND SAMSARA INC., CONTRACT #102924-SAM FOR FLEET AND EQUIPMENT GPS MONITORING SERVICES

Presenter: **Doug Akins, Director of Information Technology**

Attachments:

1. Resolution
2. Piggyback Contract

Background:

The Information Technology Department is requesting approval to piggyback the Sourcewell State of Minnesota and Samsara Inc. contract #102924-SAM for fleet and equipment GPS monitoring services.

The City currently utilizes Samsara's fleet and equipment GPS monitoring solution and associated services. Executing this agreement will allow the City to continue using the existing platform under a new cooperative purchasing contract, ensuring continuity of service and ongoing support for essential fleet and asset management operations. Samsara's platform provides real-time monitoring of vehicle and equipment location and status, supports proactive maintenance through over-the-air diagnostics, and assists staff in identifying issues such as failing batteries and engine fault codes before they lead to service interruptions. The system also enhances route planning, navigation, and the tracking of citywide assets, contributing to operational efficiency and extending the useful life of City vehicles and equipment.

This item utilizes a piggyback contract, allowing the City to adopt competitively solicited agreements established by other governmental entities. This method reduces administrative burden, accelerates procurement timelines, and provides access to pre-negotiated pricing, terms, and vendor performance standards. All piggyback contracts are reviewed by the City Attorney to ensure legal sufficiency and compliance with applicable laws. When the original contract originates from an agency outside the State of Florida, the City incorporates necessary provisions to ensure conformity with Florida law and local procurement requirements. This approach maintains compliance with state purchasing standards while promoting cost efficiency and enabling staff to focus on core service delivery.

Source of Funds Worksheet
Original Budget: $2,625,103.00
Total Expended/Encumbered to Date: $1,748,614.71
Pending Work Orders.Contracts: $1,340.00
Current (WO/Contract): $72,084.00
Balance: $803,064.29

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING PIGGYBACKING THE SOURCEWELL STATE OF MINNESOTA AND SAMSARA INC., CONTRACT #102924-SAM FOR FLEET AND EQUIPMENT GPS MONITORING SERVICES

RESOLUTION 2026-
SAMSARA, INC., FLEET AND EQUIPMENT GPS MONITORING SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE SOURCEWELL STATE OF MINNESOTA CONTRACT # 102924-SAM CONTRACT WITH SAMSARA INC., FOR THE PURCHASE OF FLEET AND EQUIPMENT GPS MONITORING SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Samsara, Inc., has expressed a desire to provide fleet and equipment GPS monitoring services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the Sourcewell State of Minnesota contract #102924-SAM with Samsara, Inc., for fleet and equipment GPS monitoring services.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the contract between Sourcewell State of Minnesota and Samsara, Inc. for fleet and equipment GPS monitoring services as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Master Price Agreement for changes totaling less than $50,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute

amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. 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 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. 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 21st day of April 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” Piggyback Contract with Samsara, Inc.

CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Samsara, Inc.

Bid/Contract Ref # Contract 102924-SAM

Agency Name: Sourcewell- State of Minnesota

Contract Type: Piggyback

Contract Value OVER $50K

Resolution # 2026-_____ **City Council Approval Date:**_____

Contract Term End Date 4/23/2029

Renewable Y/N Y **If yes # and length of renewals:** Three (3) Additional One Year Renewals

City's Project Manager(s) Doug Akins

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Sourcewell 102924-SAM Agreement for Fleet Management Technologies with Related Software Solutions as needed.

Approvals:

Responsible Dept. Director _____ **Date:**_____

City Finance _____ **Date:**_____

City Attorney _____ **Date:**_____

City Manager _____ **Date:**_____

Vendor Name and Email Teresa Ruel teresa.ruel@samsara.com

Docusign Envelope ID: 8F482CAC-37A2-4725-99AB-B589AF19E199

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Samsara, Inc.
Attn:Teresa Ruel
1 De Haro Street
San Francisco, CA 94107

RE: Engagement Letter Authorizing Piggyback

Fleet Management Technologies with Related Software Solutions
Contract Name

Sourcewell 102924-SAM
Contract Reference

Dear Teresa,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,
Christinne Foschaar
Christinne Foschaar
Procurement Coordinator
cfoschaar@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

Samsara, Inc.

By: Signed by: Adam Eltoukhy (Authorized Signatory)

Print Name: Adam Eltoukhy

Title: EVP, Chief Legal Officer

Date: Mar 24, 2026 | 3:28 PM EDT

Docusign Envelope ID: 8F482CAC-37A2-4725-99AB-B589AF19E199

ENGAGEMENT LETTER ADDENDUM

1. **E-Verify Registration and Use.**

"Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verity System during the term of the contract is a condition of the contract with the City of Palm Coast.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section."

In Process

2. **Prohibition against considering social, environmental, political, or ideological interests in government contracting**

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor's social, political, or ideological interests such as:

a. The Contractor's political opinions, speech, or affiliations.
b. The Contractor's religious beliefs, religious exercise, or religious affiliations.
c. The Contractor's lawful ownership of a firearm.
d. The Contractor's lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.
e. The Contractor's engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.
f. The Contractor's support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.
g. The Contractor's engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.
h. The Contractor's failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.

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3. **Scrutinized Companies**

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. **Public Records.**

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
7. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

In Process

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

9. Governing Law:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that 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. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

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10. Sovereign Immunity

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. Taxes

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

SUPPLIER

Signed by:

By: Adam Eltoukhy

5649DAAA31CA47F...

(Authorized Signatory)

Print Name: Adam Eltoukhy

Title: EVP, Chief Legal Officer

Date: Mar 24, 2026 | 3:28 PM EDT

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FORM 7 – PUR 1355

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Samsara Inc. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

In Process

Printed Name: Adam Eltoukhy

Title: EVP, Chief Legal Officer

Signature: Signed by: Adam Eltoukhy 5649DAAA31CA47F...

Date: Mar 24, 2026 | 3:28 PM EDT

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samsara

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____
County of _____

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Samsara Inc. (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: March 18, 2026

Signed: _____

Entity: Samsara Inc.

Name: Ming Tam

Title: Vice President, Legal

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2026, by _____.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of San Mateo

Subscribed and sworn to (or affirmed) before me on this 18 day of March, 20 26 by Ming Tam

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Signature of Notary)

LOBAT OMIDVARI MOZAFFAR
Notary Public - California
San Mateo County
Commission # 2452178
My Comm. Expires Jul 2, 2027

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____

OR Produced Identification ✓

Type of Identification Produced _____

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samsara

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Samsara Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Samsara Inc. proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Ming Tam

Title: Vice President, Legal

Date: March 18, 2026

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day ____ of _____, 20____ by _____ [name of officer or agent, title of officer or agent] of _____ [name of contractor company acknowledging], a _____ [state or place of incorporation] corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

[Notary Seal]

_____
Notary Public

_____
Name typed, printed or stamped

My Commission Expires:_____

See Attached CA Certificate

Docusign Envelope ID: 8F482CAC-37A2-4725-99AB-B589AF19E199

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo)

On 03 -- 18 -- 2026 before me, Lobat Omidvari Mozaffar, Notary Public
(insert name and title of the officer)

personally appeared Ming Tam,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lobat Omidvari (Seal)

LOBAT OMIDVARI MOZAFFAR
Notary Public - California
San Mateo County
Commission # 2452178
My Comm. Expires Jul 2, 2027

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MASTER AGREEMENT #102924
CATEGORY: Fleet Management Technologies with Related Software Solutions
SUPPLIER: Samsara Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Samsara Inc., a Delaware corporation located at 1 De Haro Street, San Francisco, CA 94107 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 23, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102924 to Participating Entities. In Scope solutions include:

   a. Fleet management information systems;
   b. Fleet technology related hardware solutions;
   c. Related software solutions;
   d. Fleet telematics;
   e. Geofencing solutions;
   f. Motor pool and fleet sharing solutions services;
   g. Integrated video solutions; and,
   h. Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in material compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and all hardware solutions are subject to Supplier's Hardware Warranty and RMA Policy set forth at https://www.samsara.com/legal/hardware-warranty.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder. For the avoidance of doubt, the Terms in this Article 2 do not apply as between Supplier and a Participating Entity.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

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4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

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defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld. Each party reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other similar changes. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by either party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any material breach of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement used in accordance with the Terms of Service (as defined below). Sourcewell's

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responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. In no event will Supplier be liable to Sourcewell for incidental, special, punitive, exemplary, or consequential damages, including lost profits, loss of data or goodwill, service interruption, computer damage or system failure, or the cost of substitute services.

Supplier's indemnification and hold harmless obligations under this Section are contingent upon: (a) Sourcewell providing Supplier with prompt written notice of a claim; (b) Sourcewell providing reasonable cooperation to Supplier, at Supplier's expense, in the defense and settlement of such claim; and (c) Supplier having sole authority to defend or settle such claim. Notwithstanding subsection (c) of this provision, Sourcewell may employ, at its sole cost and expense, separate counsel of its own choosing, but in no event Supplier will be liable for any damages or liability arising out of Sourcewell's employment of its own counsel.

In no event will Supplier's total aggregate liability, including to Sourcewell and any of its affiliates, arising out of or in connection with this Agreement or from the use of or inability to use Supplier's SaaS products exceed the amounts Supplier has paid to Sourcewell hereunder during the twelve (12) months preceding the event giving rise to the damage. Notwithstanding the foregoing, this limitation shall not apply to liability arising from Supplier's gross negligence, willful misconduct, or violation of applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell. Sourcewell agrees to abide by the terms of Supplier's Marks Usage Agreement available at https://www.samsara.com/resources/brand-assets/.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**

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i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

e) **Publicity.** Any publicity regarding the subject matter of this Agreement must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for a party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Force Majeure.** Neither party to this Agreement will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

23) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance per the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including

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construction defect, liability assumed under an insured contract, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must, upon request, furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

24) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

25) **Termination for Cause.** Either party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the breaching party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the breaching party's obligations under this Agreement for any transactions entered with

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Participating Entities through the date of termination, including, as applicable, reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping Warranty and Other Terms.** Supplier's proposal may include proposed terms relating to shipping and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Notwithstanding anything to the contrary herein, in order to purchase from Supplier under this Master Agreement, any purchase order shall be subject to Supplier's then-current terms of service at https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service ("Terms of Service"). Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as mutually agreed to by Supplier and Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to

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dispute resolution, governing law and venue, non-appropriation, insurance, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as mutually agreed to by Supplier and Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity, but any Participating Addendum shall at least include the then-current Terms of Service by reference.

Sourcewell

Signed by:
By: _____ Jeremy Schwartz _
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
6/6/2025 | 3:50 PM CDT
Date: _____

Samsara Inc.

Signed by:
By: _____ Adam Eltoukhy __
5649DAAA31CA47F...
Adam Eltoukhy
Title: Chief Legal Officer
6/6/2025 | 11:33 AM PDT
Date: _____

RFP 102924 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name:	Samsara, Inc.
Address:	1 De Haro Street San Francisco, California 94103
Contact:	Samantha Kriegsman
Email:	samantha.kriegsman@samsara.com
Phone:	415-870-6315
HST#:	

Submission Details

Created On:	Tuesday September 10, 2024 13:16:43
Submitted On:	Tuesday October 29, 2024 12:23:26
Submitted By:	Maelle Collin
Email:	maelle.collin@samsara.com
Transaction #:	e56a518a-5ef4-4d47-8384-82c155bb7f9d
Submitter's IP Address:	136.226.54.196

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Samsara Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	#020221-SAM	*
5	Provide your NAICS code applicable to Solutions proposed.	NAICS: 334220 and 518210	
6	Proposer Physical Address:	San Francisco (Global Headquarters): 1 De Haro Street, San Francisco, CA 94107.	*
7	Proposer website address (or addresses):	www.samsara.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Adam Eltoukhy – Chief Legal Officer adam.eltoukhy@samsara.com (415) 985-2400	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Samantha Kriegsman – Senior Partner Account Executive samantha.kriegsman@samsara.com 562-743-9421	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ned Sheeran – Senior Partner Account Executive ned.sheeran@samsara.com 650-542-1271 Rhonda Eiffe - AVP, Enterprise – Public Sector rhonda.eiffe@samsara.com 818-723-3077	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Samsara is the global leader in Industrial IoT. Our mission is to increase the efficiency, safety, and sustainability of the operations that power our economy. Samsara's portfolio of complete Internet of Things ("IoT") solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Since Sanjit Biswas and John Bicket founded Samsara in 2015, the company has grown exponentially. Today we serve over 30,000 customers across diverse industries, including transportation, logistics, field services, passenger transit, waste management, food and beverage, oil & gas, utilities, construction, state and local gov, and manufacturing. Samsara is a public company (NYSE: "IOT") led by Sanjit Biswas, CEO & Co-Founder, and John Bicket, CTO & Co-Founder. The Samsara leadership team previously founded Meraki (now part of Cisco Systems), the cloud-managed networking leader that powers over 2 million networks worldwide. Much of our expertise in building large scale cloud systems, obsessing over customer feedback to quickly innovate and grow our solutions, security, simplicity, ease of use, etc. carried over to Samsara and contributes to our explosive growth, success, and leadership in this space. Samsara's full executive team can be viewed here at https://www.samsara.com/about Samsara's core competencies include ELD, vehicle telematics, driver safety, asset tracking, mobile workflow, and industrial process controls - all in an integrated, open, real-time, cloud platform. We have one of the strongest engineering teams in the world and are unparalleled in our ability to hear a customer problem statement and then design and build advanced technology as a solution fit. We continue to invest heavily in innovative cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations. Samsara prides itself in exceeding customer expectations. In terms of revenue, 42% comes from Vehicle Telematics, 46% comes from Video-based safety, and 12% comes from Apps & Driver Workflows, Equipment, Sites.	*
12	What are your company's expectations in the event of an award?	Samsara has a long-standing business relationship with Sourcewell. Should Sourcewell choose to continue this partnership, we will keep our current resources allocated to Sourcewell and keep on giving them the tools to succeed. Samsara has enabled Public Sector Sales Teams to take the easiest path to purchase through the current contract. Our partnership has allowed for operations to continue successfully during COVID-19, and our Samsara RFP Team has streamlined the procurement process and brought new business to both entities. For concrete examples of customer success, please refer to case studies contained in the Appendix of our response document.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	For the fiscal years ended February 3, 2024 and January 28, 2023, our revenue was $937.4 million and $652.5 million, respectively, representing year-over-year growth of 44% or year-over-year adjusted revenue growth of 41%. As a publicly-traded company, we publish our 10K reports on our website, here: https://investors.samsara.com/financials/sec-filings/default.aspx	*
14	What is your US market share for the Solutions that you are proposing?	Since its creation in 2015, Samsara has remained the leader of IoT and telematics in North America, for the United States, Canada, and Mexico. Furthermore, Samsara's solution is fully compliant with all US States and the Canadian ELD Technical Standard, streamlining entirely cross-border operations. In the United States, Samsara ELD is a registered ELD with the Federal Motor Carrier Safety Administration (FMCSA) and is compliant with FMCSA ELD technical regulations specified in 49 CFR § 395. In Canada, Samsara complies with the Canadian Hours of Service (HOS) federal regulations which include functionality such as tracking driver activity, managing regional rulesets, and setting any exceptions. Samsara automatically determines the relevant rulesets by driver location (e.g. Canada North vs. Canada South).	*
15	What is your Canadian market share for the Solutions that you are proposing?	See response above.	*

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Samsara has never gone through any bankruptcy proceedings within the past seven years.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Option B. Samsara products (hardware and software) are designed, manufactured, and distributed all in-house. As such, Samsara identifies as a SaaS provider. This gives Samsara a unique edge because our products and software are both created in house by our own Engineering and Development teams. We sell our own products directly, and sometimes through third-party partners in all our geographies.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	In the United States, Samsara ELD is a registered ELD with the Federal Motor Carrier Safety Administration (FMCSA) and is compliant with FMCSA ELD technical regulations specified in 49 CFR § 395. In Canada, Samsara complies with the Canadian Hours of Service (HOS) federal regulations which include functionality such as tracking driver activity, managing regional rulesets, and setting any exceptions. Samsara automatically determines the relevant rulesets by driver location (e.g. Canada North vs. Canada South). The Samsara Vehicle Gateway has the following certifications: FCC, IC, PTCRB, UL62368-1, NOM-221, NOM-208, NOM-019, IFETEL, and Various Wireless Carrier Certs. The device is also FMCSA certified as an ELD solution. The Samsara Dash Cam has the following certifications: FCC, IC, CE, NOM, EN62368. The Samsara Driver App has the following Certifications: FCC IC PTCRB UL62368-1 NOM-221 NOM-208 NOM-019	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	In the past seven years, Samsara and any included possible Responsible Party have never been subject to any debarments or suspensions.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In the recent past, Samsara has been awarded the following: 2024 Best Place to Work – Glassdoor 2023 Artificial Intelligence Excellence Award 2023 Company of the Year – Frost & Sullivan's 2023 Great Place to Work Certified 2022 Sustainability Award - Business Intelligence Group 2022 Campus Forward Award - Ripplematch 2021 Emerging IT Vendors - CRN 2021 AI 50 - Forbes 2021 The Americas' Fastest Growing Companies - Financial Times 2021 America's Best Startup Employers - Forbes 2021 IoT 50 - CRN 2021 AI Excellence Awards - Business Intelligence Group 2021 IoT Analytics Solution of the Year - IoT Breakthrough Awards 2020 Best in Business Awards - Inc. 2020 FreightTech 25 - FreightWaves 2020 Fast 500 - Deloitte 2020 Top SaaS CEOs - Software Report 2020 World Changing Ideas - Fast Company 2020 Cloud 100 - Forbes 2020 Top Startups - LinkedIn 2020 International Business Awards - Stevie Awards 2019 Cloud 100 - Forbes 2019 Top Startups – LinkedIn	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approx. 8%, with a year-over-year positive growth as both the governmental and education sector have been growing.	*
22	What percentage of your sales are to the education sector in the past three years?	Approx. 3%, with a year-over-year positive growth as both the governmental and education sector have been growing.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	1.) Utah DGS #PD3906 - 2023 - $164,998.90 2024 - $78,819.85 2. State of Kansas Fleet Management Solutions 53134 2024 - $246,253.36 3.) Minnesota Department of Administration 224308 2023 - $47,105.40 2024 - $307,010.55 4.) New York State IT Umbrella Contract PM69845 2023 - $128,959.63 2024 - $126,247.20 5.) New Jersey Participating Addendum M4014 2023- $26,879.40 2024 - $281,878.89 6.) State of Tennessee SWC 195 Telematics Hardware, Services, and Accessories (71019) 2022- $121,66.14 2023 - $1,638,307.21 2024 - $747,972.64 7.) Iowa Participating Addendum 23244 2023 - $172,079.70 2024 - $746,868.46	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Samsara GSA contract (GS-35F-327GA) 2021- $558,355 2022- $19,449.99 2023 - $956,054 2024- $1,802,099.69	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City and County of Denver	Bill Zollo - Manager, DOTI Fleet Management Division	706-495-8617 william.zollo@denvergov.org	*
City of Sacramento	Alison Kerstetter - Fleet Manager	717-514-5989 akerstetter@cityofsacramento.org	*
City of Tallahassee	Frank Evans - Business Process Solutions Manager	850-891-1063 frank.evans@talgov.com	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Samsara currently has over 1,800 employees worldwide entirely dedicated to Sales. This includes Account Development Representatives, Account Executives, Sales Engineers, etc.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Samsara has over 200 partners, referring to those who are qualified to resell our products, across all business units (fleet, industrial, connected sites, etc.). These partners are not employed by Samsara, nor are they required to submit a certain number of leads/generate a certain amount of revenue per quarter. Our most successful partners (i.e. Carahsoft) fall under the 'IT systems distributor' industry. We do not have a geographical hub for our partners, we have one in just about every state, distributed evenly across the US.	*
28	Service force.	Samsara currently has over 1,100 employees worldwide dedicated to non-Sales duties. This includes engineers (firmware, hardware, software), customer support, operations teams, and leadership.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be all sent by Samsara directly. We use FedEx services to ship, and can ship overnight to both the US and Canada when inventory is available. Inventory is maintained in the US. Whether customers order through Samsara directly or through a reseller, Samsara remains the sole entity to ship hardware directly from our warehouse.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Samsara maintains an incident response plan based on triage of severity/impact. All incidents are logged and Security Incident Management staff are always on call. Following incidents, Samsara performs post-mortem analyses with plans that include corrective measures. Technical support hours are 24x7. Support cases/assistance can be initiated through the Dashboard, via email, and/or live via phone support. Based on internal Samsara data, we answer calls on average within 1 minute and we respond to cases submitted online within 1 hour. We have SLAs tied to initial response times and overall system uptime. Our data shows that we solve over 75% of our support cases within 24 hours. Samsara Technical Support provides initial response service level agreements by issue priority. Support agrees to send an initial response from a Support Specialist within the following time frames on 90% of all interactions. In addition, we have a team of Support Engineers dedicated to providing post-sales support. Our incident response process is detailed here: https://kb.samsara.com/hc/en-us/articles/360057139951-Report-an-Issue P0 Errors - Samsara shall promptly commence the following procedures: (i) assigning Samsara Support team members or personnel to correct the Error(s); (ii) notifying Samsara management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) providing Customer with periodic reports on the status of the corrections; and (iv) initiating work to provide Customer with a Hot fix. P1 Errors - Samsara shall promptly commence the following procedures: (i) assigning Samsara Support team members or personnel to correct the Error; (ii) providing the Customer with periodic reports on the status of the corrections; and (iii) initiating work to provide Customer with a Hot fix. P2 Errors - Samsara may include the Fix for the Error in the next Major Release. P3 Issues – usage and general assistance.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Samsara will provide all software and hardware products and services to Sourcewell participating entities, all across continental US, as well as US Territories, Hawaii and Alaska.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Samsara will provide all software and hardware products and services to Sourcewell participating entities, all across Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We confirm we will be able to serve all geographic areas of the United States and Canada with no exceptions.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We confirm we are fully compliant and can support any type of client interested in purchasing our solutions, from fleets with less than 5 vehicles, to government entities with dozens of thousands of vehicles. Our solutions are scalable and can support an unlimited number of users.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Samsara does not have any requirements or restrictions that would apply specifically to participating entities in Hawaii, Alaska, or US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	We confirm we are able to extend terms of any awarded master agreement to nonprofit entities, without limitations.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	With over 3,000 employees worldwide, Samsara uses all sorts of channels to spread information. We offer a team of internal evangelists touring events in North America and beyond, spreading the benefits our customers see in conferences, on social media, in blog posts, LinkedIn, press releases, and so forth. Additionally, we leverage targeted email campaigns and webinars to reach potential clients and provide in-depth insights into our solutions. Our customer database is rapidly growing and with over 30,000 fleets worldwide, we have been seeing a snowball effect of referrals from all sides. Our Marketing and Product Marketing teams have been deeply focusing on localizing content to speak to each audience and address concerns related to specific industries, etc. An example of this has been a heavy investment in the past year reaching out to Québec audiences in Canada, by way of localizing our website and solutions to French Canadian. We invite you to browse our website, as well as check out our LinkedIn page for all latest news. We also target specific industries core to our business, such as K-12, Higher Education Fleet Management, and Government, as described here: https://www.samsara.com/industries/k-12 - https://www.samsara.com/industries/higher-education and https://www.samsara.com/industries/state-local-government	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Samsara carefully monitors performance on our domains, email, social media channels, and paid channels. We gather data across every stage of our customers' journey and establish internal benchmarks to ensure that we are optimizing our solutions every step of the way. One of our strategies is to target ads to engage with prospects through the websites, associations and industry groups as trusted advisors to government and education customers. We have been invested heavily in SEO, monitoring engagement on LinkedIn, Meta, X, and Instagram, by using targeted ads to engage with prospects. Emails metrics include delivery success rates, unsubscribing rates, open rates, and click rates. Finally, website analytics remain at the core of the data that we rely on to identify trends and the areas which we can improve further.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We are happy to continue using our mutually beneficial co-marketing plan, and to keep the two approaches currently in place: If we are speaking with a client already on the Sourcewell membership list, we will be certain to promote our contract with them; If we are speaking with a client who does not yet procure through Sourcewell, we can provide collateral to our sales teams to educate those clients about Sourcewell. We will keep on sharing the materials you provide us to highlight the benefits of purchasing through the cooperative. We will continue to educate our sales force on the benefits of Sourcewell and how the contract can add value for all parties throughout the purchasing process. We also train our internal sales force on the availability of Sourcewell to our government and education customers. Finally, in our standard sales process, the Samsara teams are trained to ask customers how they prefer to purchase technology, to fir their personal preference.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our online webstore is our main e-procurement system, which governmental and educational customers have successfully used to streamline their purchasing processes. This webstore can also be used to order replacement hardware, accessories, cables, and add-ons. Sourcewell clients will have access to this webstore.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Samsara has a dedicated account team as well as a customer success team that would be assigned after purchasing. Samsara will scope a detailed breakdown of the training required to ensure a successful deployment. All training and implementation costs are included in the software licensing. Each of these live courses will last 1-2 hours and is tailored to administrators, fleet managers, maintenance managers, etc. We take a train-the-trainer approach – we find our most successful customers are the ones who are empowered to lead and share Samsara knowledge with their own employees. In support, Samsara supplies recordings of all web training, along with any documentation used. In addition, we also provide access to the following resources: Learning On-Demand: Samsara Academy is our LMS with guided training paths and hundreds of short tutorial videos. Sourcewell will able to provide administrators with the ability to assign these courses to users and monitor their progress. Learning from Experts: Learn how to use the latest product features from product experts via digital webinars or live classroom-style workshops. Learning from Peers: Check out tips and tricks from Samsara Super Users and learn how to get the most out of your Samsara products. Finally, all users have access to the comprehensive Samsara Knowledge Base online, which provides help articles, guides, and videos to answer almost any question. To see the Knowledge Base, please visit https://kb.samsara.com/hc/en-us. On-site training can be accommodated to complement online training if necessary.	*

42	Describe any technological advances that your proposed Solutions offer.	Samsara believes that while the Information Technology sector has long benefited from software and cloud technology, the industrial connected operations world, with assets and workers in mobile, remote, and rugged environments, has not. Samsara was founded to change that. Our connected operations platform combines hardware, software, and cloud to bring real-time visibility, analytics, and AI to connected operations. The purpose of this platform is to help dramatically improve the Safety, Efficiency, and Sustainability of all operations that power our economy. Samsara's key differentiators are our unified and easy-to-use dual facing camera + telematics platform along with our rapid pace of innovation. Our hardware and software platform is created in-house by Samsara Engineering and provide customers the ability to manage their assets from a single, unified platform for all their assets. This includes real time GPS units, integrated dash cameras embedded with artificial intelligence, asset trackers, wireless sensors such as environmental and door monitors, integrated Wifi, and more. On top of the hardware sits a robust unified software platform that allows users to track and analyze the data coming in from their Samsara devices at a click of the button. Samsara's core competencies include vehicle telematics, driver safety, asset tracking, mobile workflow, and industrial process controls - all in an integrated, open, real-time, cloud platform. Samsara became a public company on the NYSE in 2021 and is continuing to invest heavily, in innovative cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations. In addition, what truly sets Samsara apart from the competition is our product development feedback loop, and go to market strategy. We listen to our customers, create product & feature development upgrade cycles, and efficiently launch to our customer base. This has allowed us to become a market leader since being founded in 2015. A concrete example of our continuous technological improvement is our Nudges functionality. Nudges have been designed to empower drivers to self-correct their driving behavior before a manager is notified, and without initially incurring a scoring penalty. By sharing ownership of safe driving, Sourcewell can save time on event review and coaching. Drivers also have more control over their own safety experience on the road. Nudges have been shown to improve driver behavior, as the driver is not instantly penalized for what are defined as less serious infringements and instead receives in-cab real-time coaching on events detected, giving them the opportunity to improve without management intervention. If a driver exceeds the number of permitted nudges within a twelve hour driving period, all events captured are sent to the Safety Inbox and aligned Sourcewell coaches. Another example is our release (no later than last week!) of our Drowsiness Detection feature. For further information on this groundbreaking technology, please read: https://samsara.com/blog/drowsiness-detection?utm_source=linkedin&utm_medium=social&utm_campaign=communications	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Related to our Solutions Samsara offers an Eco Driving report to view essential information about driving styles that can affect the fuel consumption and wear and tear of vehicles in your fleet. This provides a RAG based score to coach drivers on driving style, this can support reducing fuel costs and reducing your ecological footprint on the environment. Idling is measured by the time when the vehicle's engine is idle and PTO is not engaged in proportion to the engine on time (driving time plus idle time), You Group can adjust the metric scores using score mapping, but by default a Low score is 100% and a high score is 0%. To accurately reflect driver efficiency, the driver efficiency score uses a proportional metric to determine the degree of efficiency. A score of 0 corresponds to really poor performance and a score of 100 indicates really good performance. With score mapping, you can fine tune the driver efficiency score settings to align with your business goals. If you identify high idling scores in the efficiency report, you can coach driving behaviour to decrease idling events instances and reduce fuel consumption over time. https://kb.samsara.com/hc/en-us/articles/360042972271-Driver-Efficiency-Report	

With our new Sustainability Report, You can visualize the fleet's carbon emissions over time to measure and compare output to set more accurate reduction goals.

- Track current vs. predicted carbon emissions output to stay on course with annual sustainability goals
- Easily compare carbon emission output by tag to identify your biggest CO2 contributors
- Export emissions data to use in government reporting or internal ESG reports

Related to our Company

When it comes to sustainability, we believe our greatest impact as a company will come from building better technology for our customers. We're invested in helping our customers to:

Save Fuel--Harsh driving, excess idling, and inefficient routing can add up to higher fuel usage. Samsara helps decrease unnecessary fuel use through real-time visibility into driver behavior and insights into route performance. By collecting engine data from each vehicle, Samsara provides unmatched visibility into a fleet's fuel usage, making it easy to identify which truck is idling, which drivers need coaching, and which routes minimize the distance between stops.

Improve energy efficiency--Samsara's industrial monitoring and control products help customers keep tabs on their equipment and machinery with real-time performance reports. Our power meters provide better visibility into equipment energy efficiency to help improve the performance and reliability of pumps and other machinery.

Reduce production waste--Samsara Machine Vision helps product manufacturers perform quality assurance in real time to reduce wasted product by catching production or quality issues immediately. This reduces materials wasted and allows our customers to improve their throughput and yield.

Decrease food waste--Refrigerated transportation of perishable goods has grown by nearly 60% in the last forty years, but without proper temperature control, food spoilage poses a large risk. Samsara's plug-and-play WiFi monitors make it easy to manage cold chain logistics and collect continuous temperature and humidity data. With Samsara temperature monitoring, fleets that store, distribute, or deliver perishable goods can monitor temperatures in-transit to prevent food waste.

Monitor environmental pollutants--In hazardous waste or construction sites, environmental data is highly time-sensitive. Samsara provides continuous, real-time visibility and alerts on data collected from environmental sensors. This helps customers move quickly to shut down operations when dangerous levels of hazardous pollutants are detected, ensuring the safety of field workers and ultimately reducing environmental impact.

Enable zero emissions--Looking ahead, we see that many fleets are looking to take the next leap in sustainability by transitioning to electric vehicles. To facilitate this process, we are committed to building best in class fleet management tools specifically for EV vehicles.

With the help of Samsara, our customers have saved 24 million gallons of fuel used annually across their fleets, which amounts to $80M saved and the equivalent of planting 17M trees.

At Samsara, we look for ways to minimize waste by reducing the volume of materials that end up in our landfills. To help these efforts, we've designed our product packaging to be 100% recyclable.

Our commitment to the environment extends to the people we do business with. We partner with manufacturers who align with our vision for sustainability. As part of our supply chain management, Samsara evaluates all suppliers for their compliance with the Restriction of Hazardous Substances Directive (RoHS). This helps us ensure that no environmentally

		hazardous materials are used in the creation of our products. Samsara's new headquarters at 1 De Haro in San Francisco is the first CLT (cross-laminated timber) building in San Francisco, and the first multi-story CLT building in California. CLT structural panels offer a dimensional stability that's comparable to conventional framing, with a significantly smaller carbon footprint. We welcome you to tour our facility and meet with our executive team. Below we have included specific examples outlining the impact Samsara's products have on sustainability for our customers: City of Fort Lauderdale: In just six months, the team was able to use Samsara to reduce idle time by 20% and fuel consumption by 5%—even as the City's fleet grew to include over 1,700 vehicles. Dohrn Transfer Company: Samsara's products helped contribute to a 2% improvement in yearly mileage, also equal to 150,000 fewer gallons of fuel. Cash-Wa Distributing: By using Samsara's EM wireless temperature sensors across their 220 trailers, Cash-Wa ensures food safety and reduces rejected loads. Hoss estimates a 30% decrease in Cash-Wa's customer credit payouts for improper temperature claims. San Jose Water Company: With the help of Samsara, San Jose Water Company achieves real-time visibility into power meters, PLCs, and sensors across hundreds of pumps and facilities that serve over a million consumers in the greater San Jose metropolitan area. For more information on our commitment to sustainability, please see our latest Environmental, Social, and Governance Report: https://www.samsara.com/company/impact-report	
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We measure the carbon footprint of our business operations, including throughout our supply chain, and we track our emissions on the third party Watershed platform. Our services help our customers achieve their sustainability and climate goals. Our product packaging is 100% recyclable. We have committed to reduce our carbon footprint to achieve net zero emissions by 2040, which involves measuring and reducing the environmental impact of our business operations, including in our supply chain. You can also check out in great detail Samsara's green commitment, contained in our ESG report available here: https://www.samsara.com/company/esg/	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We serve over 30,000 customers across diverse sizes and industries, including state and local governments, K-12 and higher education, federal agencies, utilities, transportation and logistics, field services, food production, energy, construction, warehousing, and manufacturing. On the largest end of the spectrum, we serve clients that spend well into 7 figures per year with Samsara and are heavily invested in our complete platform. These include private agricultural companies, state and local governments, private utility contractors, trucking firms, and more. On the smallest end of the spectrum, we serve clients with 5 vehicles or fewer. We have a significant base of public sector customers as discussed above. These range from cities and counties to state fleets, DOT snow plow fleets, heavy yellow iron, and virtually all types of motorized and non-motorized transportation related assets. All in all, our one-stop-shop allows our customers and participating entities to only deal with one vendor, as opposed to what used to be three or four separate ones. We have included a list of public sector customers of ours for your review, as an Appendix of our response document. These showcase various levels of savings, such as driver exoneration, insurance claims, reduction in driver risk factors, time gains by minimizing administrative tasks for drivers, and much more. We believe our long-term partnership with Sourcewell has been very positive for both parties, and have no doubt we can continue reaching our respective and common goals together.	*

46	Describe your approach to data privacy, including any certifications or standards achieved, in regard to your proposed solutions.	Samsara is GDPR compliant and is ISO 27001, 27017, 27018 and 27701. Additionally, we have re-certified our SOC 2 Type II. North American customer data is stored in AWS data centers in the United States (AWS US-West 2 region in Oregon). EU customer data is stored in AWS data centers in Ireland. Data at rest in Samsara's production network is encrypted using AWS's AES256 encryption, which applies to data at rest within Samsara's systems-relational databases, file stores, backups, etc. All encryption keys are stored in an industry standard, secure system based on AWS's Key Management Service. Samsara has implemented appropriate safeguards to protect the creation, storage, retrieval, and destruction of secrets such as encryption keys and service account. Samsara is built on a secure multi-tenant cloud architecture with logical data separation using a hypervisor. Customer data is logically separated across distributed databases with required authentication checks for every application-layer and data-layer access made to any tenant's data. Data at rest in Samsara's production network is encrypted using AES256 encryption, which applies to data at rest within Samsara's systems-relational databases, file stores, backups, etc. All encryption keys are stored in an industry standard, secure system based on AWS's Key Management Service. All data transmitted between Samsara clients and the Samsara service use strong encryption protocols. We use TLS 1.2 over public networks to protect data in transit. Finally, our SOC2 report includes details related to our security programs and the policies and procedures associated with them. This document is available with a signed SOC2 specific NDA, and can subsequently be requested here: https://security.samsara.com/?gad_source=1&gclid=Cj0KCQjw4Oe4BhCcARIsADQ0csIMw6IfiS5WfcuqXtaUQvvsei-7t_MSIVVPZDIAdsqzyJrJayWBbukaAiHLEALw_wcB For a full overview of our security policies, please see: https://www.samsara.com/company/privacy and https://www.samsara.com/legal/data-protection-addendum	*
47	Describe any current or potential capabilities your proposed solutions offer in V2G (vehicle to grid) or similar smart city applications.	Samsara provides capabilities that align with V2G technology and smart city applications through its advanced solutions for fleet electrification and management. While not explicitly offering V2G, Samsara's telematics platform facilitates smart city initiatives by integrating electric vehicles into urban infrastructure: 1: Real-Time Monitoring and Reporting: Samsara offers real-time state-of-charge monitoring for EVs, allowing fleet managers to make informed operational decisions. This feature mitigates range anxiety by providing alerts when battery levels fall, ensuring vehicles are managed efficiently. 2: Data for Infrastructure Planning: Using Samsara's historical charging data, cities like Boston have been able to plan and optimize the placement of EV charging stations, essential for expanding the electric vehicle infrastructure. 3: Integration and API Benefits: Samsara's open API capabilities enable integration with other smart city systems. This feature is useful for incorporating vehicle data into broader city planning and management platforms, promoting efficient energy management and usage. 4: Sustainability and Cost Savings: By leveraging data insights for fuel efficiency and electrification opportunities, Samsara aids cities in reducing their carbon footprint and operational costs, which are key aspects of smart city ecosystems. Through these capabilities, Samsara facilitates the incorporation of EVs into city fleets, promotes efficient energy use, and supports the infrastructure necessary for smart, sustainable cities.	*
48	Describe any capabilities around safety and accident management your proposed solutions offer.	Accident Management Hours of Service (HoS) data is captured by the vehicle gateway and is continuously uploaded to the cloud where is immediately visible in the Samsara Dashboard. If a gateway is unable to upload data due to lack of network coverage, the unit continues to store all HoS, location, and vehicle data locally. This means that a driver will always be able to show a DOT officer a fully compliant and up to date log, even without a cellular connection. Once connection is reestablished, all data is immediately uploaded to the Dashboard. Compliance teams then access all of this HoS data using the Samsara Dashboard. The Dashboard provides centralized visibility of HoS logs and fleet activity. It allows visibility into real-time location, duty status, HOS logs, and driving hours remaining for any driver in the fleet. Samsara will capture telematic data for a crash via the vehicle gateway (gps, speed, data	

from accelerometer) and video capture via the dash cam (in-cab, forward facing, and any connected cameras via the camera connector) and this combination of data sources can be used to understand more about a serious accident or crash.

In both cases above, the customer compliance teams will have a dedicated Customer Success Manager to assist in these events. In additional, our customer support teams are available 24x7x365 to assist in audits or accidents.

Harsh Events
Our Safety Report provides trend analysis and safety scores, at the organization- and driver-levels, calculated using harsh events and speeding. These reports are also available based on specified groups of drivers and vehicles using tags, tailored to your organization's needs. Samsara helps keep drivers safe on the road with real-time alerts that allow you to quickly identify and coach for safety or compliance violations. Easily customize your alerts to notify you when a driver is speeding or use the HOS report to see if drivers are approaching a compliance violation. Samsara has the ability to trigger at-risk driving behaviors using the accelerometer to trigger events including harsh brakes, harsh turns, harsh accelerations, and crashes. Samsara provides events detected from the Vehicle Gateway such as harsh turn, harsh brake, harsh acceleration, speeding, and AI detected events such as tailgating, mobile usage, no seatbelt, rolling stop signs.

A core focus of the Samsara solution is to provide coaching to drivers and analytics on risk trends and behaviors. The coaching platform comprises configurable in-cab alerting and 'nudges' through spoken commands to assist drivers to self correct 'in the event', as well as a rich cloud based coaching platform with associated analytics, dashboarding and safety scoring, league tabling and program health auditing.

Coaching

Coaching can be achieved both through the platform and via the driver app enabling organizations to drive risk reduction both by face to face sessions where appropriate, or via the app enabling drivers to learn through video clips where they might improve and also to see where they rank against peers.

The CM34 (Samsara's dual-facing dash cam) provides configurable voice feedback to the driver when the harsh event has been detected. As an example, if the CM34 detects mobile phone usage, then an audio alert stating “Mobile phone detected” will be communicated to the driver.

To further enhance proactive driver coaching and more effectively coach your drivers at scale, Samsara have also developed Nudges functionality. Nudges have been designed to empower drivers to self-correct their driving behavior before a manager is notified, and without initially incurring a scoring penalty. By sharing ownership of safe driving, customers can save time on event review and coaching. Drivers also have more control over their own safety experience on the road.

Nudges have been shown to improve driver behavior, as the driver is not instantly penalized for what are defined as less serious infringements and instead receives in-cab real-time coaching on events detected, giving them the opportunity to improve without management intervention. If a driver exceeds the number of permitted nudges within a twelve hour driving period, all events captured are sent to the Safety Inbox and aligned customers' coaches.

Customers' authorized admins can configure how many in-cab alerts are triggered to help the driver self-correct before uploading the safety event into the Samsara platform for review by the customers' coaches.

		Driver Scoring For each driver/vehicle in the customers' fleet, Samsara calculates a safety score that you can use to measure driving behaviour over time. You can use the safety score to encourage positive driving behaviours and to coach drivers to reduce unsafe driving practices and minimize the likelihood of accidents. Safety events that influence the safety score for a driver/vehicle include harsh driving, speeding, and AI-detected events such as following distance. Samsara assigns a weight to each behaviour to highlight the severity of risky driving behaviours. By default, Samsara sources benchmark data from mixed vehicle Samsara fleets and uses this data to calculate the weight. The higher the severity of the behaviour, the higher the level of impact to the safety score. Customers can use the default settings to calculate the safety score or refine the calculation for specific driving behaviours. Samsara calculates the safety score using a mix of harsh events, speeding events, and AI-detected unsafe driving behaviour events over time. To help customers quickly and easily identify safety score severity, the Samsara dashboard displays safety scores with the following default RAG based colour-coded indicators to represent the range of the safety score performance with the ability to configure the safety score performance band ranges of the fleet. Samsara automatically calculates the safety score for drivers and vehicles. If you view multiple drivers or vehicles, such as in the Safety Overview, the calculation aggregates the total behaviour data. You can calculate the safety score of each driver or vehicle using the following equation: Safety Score = 100 - (sum of all score impacts) Where the sum of all score impacts is total value of the impact to the safety score for all unsafe driver behaviours. The calculation of the impact to the safety score is dependent on the behaviour type: Speeding behaviours: (Time spent speeding x weight) / (total time driving / 100) AI Following Distance, AI Distracted Driving: (Number of events x weight) / total time driving All Other Behaviours: (Number of events x weight) / (total miles driven / 1000) To reinforce positive driving behaviours such as Defensive Driving, the weight is a negative value; therefore, subtract the impact score value from the score impact calculation. Additionally Samsara offers an Eco Driving report to view essential information about driving styles that can affect the fuel consumption and wear and tear of vehicles in your fleet. This provides a RAG based score to coach drivers on driving style, this can support reducing fuel costs and reducing your ecological footprint on the environment. Idling is measured by the time when the vehicle's engine is idle and PTO is not engaged in proportion to the engine on time (driving time plus idle time), Sourcewell can adjust the metric scores using score mapping, but by default a Low score is 100% and a high score is 0%. To accurately reflect driver efficiency, the driver efficiency score uses a proportional metric to determine the degree of efficiency. A score of 0 corresponds to really poor performance and a score of 100 indicates really good performance. With score mapping, you can fine tune the driver efficiency score settings to align with your business goals. If you identify high idling scores in the efficiency report, you can coach driving behavior to decrease idling events instances and reduce fuel consumption over time. Samsara also offers Connected Training. With pre-uploaded courses in the Samsara dashboard, managers can now send training videos or courses to drivers and track the status on these training sessions. Samsara also offers a separate license if customers have their own in house training material or videos they would like to upload into Samsara to share with drivers.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	
50		Minority Business Enterprise (MBE)	○ Yes ◉ No	
51		Women Business Enterprise (WBE)	○ Yes ◉ No	
52		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
53		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
55		Small Business Enterprise (SBE)	○ Yes ◉ No	
56		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
57		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Samsara's standard payment terms are Net 30 days. We will be happy to keep the same payment terms as the ones currently in place.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Samsara can provide monthly, annual, or upfront payment options pending internal credit review of each participating entity.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Terms of Service: https://www.samsara.com/legal/platform-terms-of-service Service Level Agreements: https://www.samsara.com/legal/hosted-software-sla Blank Order Form attached in the documents	*

61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-card transactions through a secure checkout link that can be provided by an account manager, or via the Samsara online web store which our customers can access directly from their dashboard. All credit or debit cards used will automatically have a 3% processing fee attached to them, and this fee is only applicable to this payment method. Other payment methods such as check, wire, ACH transfers, will not incur any processing fees.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Samsara offers line-item discounts on a case-by-case basis. Typical considerations when offering line-item discounts include overall size and scope of the project, ability to pay upfront in full versus annual or monthly, and a customers' openness to partner with Samsara on things like case studies, video testimonials, webinars, or being a reference to other similar entities. Please refer to the pricing provided as part of our response, which contains all applicable SKUs offered to Sourcewell, including detailed pricing data and discounts. Additionally, please see Samsara's latest warranty policy: https://www.samsara.com/support/hardware-warranty	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Samsara is offering a 2% discount to MSRP pricing for Sourcewell entities wishing to leverage their existing Sourcewell relationship to purchase Samsara. Please see full details in the attached price sheet.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are given to our customers, on a case by case basis, and can be discussed in further detail as interested agencies begin to inquire what a Samsara deployment might look like in practice for their particular scope and delivery. Quantity and volume discounts would be discussed with an Account Executive or Regional Sales Manager directly during the purchasing process.	*

65	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Samsara has an open integration ecosystem based on our public API. We make it easy for software providers to connect to the Samsara cloud for system of record data on physical operations in the context of a mutual customer. Learn more on the developer site: https://developers.samsara.com/docs Samsara is an industry leader with an ecosystem of more than 200 connected apps and integrations. Learn more on App Marketplace: https://www.samsara.com/resources/marketplace/ The App Marketplace program is managed by the Samsara Product: Platform team. We are constantly adding developer tools and features to make it easier for partners to build with Samsara and for our customers to take advantage of data sharing between platforms for a more integrated tech stack. Integrations must be fully vetted to be listed on App Marketplace, including: technical documentation on how the integration works including the API endpoints used, frequency that data is retrieved/posted, data access scopes required, enablement steps and support resources. Every integration must be proven out in a production environment before being listed publicly. More than 8,000 Samsara customers use integrations. Among the 200+ integrations on App Marketplace, the most popular are used by more than 1,000 fleets. To see what 3rd party developers see about App Marketplace: https://docs.google.com/presentation/d/1WjQ58ldDd2-v9_VJW1p8C7CQNCACWKHvTEoc7TGh8FQ/edit While some of these partners listed may have their own fees for certain integrations, Samsara never charges extra for an existing pre-built integration. Should a customer wish to build a new integration from the ground up, an individual quote will be supplied for each such request. Cost will be determined on a case-by-case basis. This could also be a custom success or support program that a customer might request above and beyond our typical implementation and customer success programs. Anything in this capacity would be reviewed by our respective teams in conjunction with the customer to determine the overall effort and cost needed to satisfy each request. As for installations, over 95% of Samsara customers choose to self-install, as our hardware are plug-and-play and typically take about 15 minutes to install (vehicle gateway only), up to 30mins (vehicle gateway + dash cam). Should a customer prefer to call in a third party to install our hardware, we will happily supply them with a list of certified installers upon request.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Applicable taxes Shipping & Handling Installation (if a customer does not wish to self-install)	*

67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Samsara has a long-term partnership with FedEx Freight, where shipping costs are calculated based on the size and destination of the order, and these costs are added to the customer's invoice as a separate charge. The process is as follows: Customer sends final vehicle and asset lineup to Samsara; Samsara Order Operations will retrieve the cost of shipping from FedEx Freight to be added to the quote based on the size and destination of the order; All shipments are FOB origin, where freight is pre-paid and added to the customer's invoice.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada and offshore deliveries all follow the same process as listed in the previous response.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We pride ourselves on our customer service and support, available 24/7/365 via toll free phone, email and online chat. Most phone calls are answered in <1 minute, emails are usually answered in <1 hour and most cases are resolved in <24 hours. Equipment is generally available to ship within two weeks of order receipt. In many cases we can ship overnight if expedited service is requested. For orders of a thousand or more, we prefer to have insight to the proposed schedule so that we can smooth the supply chain and ensure customer satisfaction. Supply chain is a significant area of competitive advantage where Samsara has invested heavily over the years to avoid disruptions. Because Samsara designs and builds proprietary devices, we are able to control the supply chain. Should a piece of hardware not be satisfactory upon receipt, Samsara will overnight a replacement unit and send a free return shipping label for the malfunctioning unit to launch an internal investigation. We have received positive feedback from our customers, as competitors in the industry do not offer such levels of shipping and warranty.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Samsara utilizes both a transactional Customer Satisfaction score based on a survey after every support case, as well as a periodic NPS survey to measure the quality of the services provided. Samsara takes a long term partnership approach with our customers. From day one our team provides dedicated pre-sale, implementation, training, customer success and 24/7 support services to ensure a successful rollout and continued success We also provide access to our Product Development teams to hear your feedback to help guide future enhancements and new features. As part of the quoting process, Samsara's sales force inputs the 'contract vehicle' information upon processing a quote, at which point the Sourcewell contract number is automatically applied to the quote. Our operations team then collects this information for reporting purposes each quarter. As part of our commitment to exceptional quality, Samsara offers the most complete warranty on the market . The warranty lasts as long as you are a Samsara customer. This is a full replacement warranty , so if a device fails, we ship you a new replacement device and a return label for the faulty device. More information can be found here: https://www.samsara.com/support/hardware-warranty. Finally, Samsara guarantees 99.99% uptime. Please see our Hosted Software SLA for more information: https://www.samsara.com/legal/hosted-software-sla/	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Samsara has had a long-term successful partnership with Sourcewell. As such, we do not intend on changing the way we have been conducting business with Sourcewell, and will allocate the same level of internal resources to keep this relationship strong. Samsara has assigned two Partner Account Managers, one Partnerships Director, and one Legal Associate to Sourcewell in order ensure growth of the partnership. Quarterly reporting on usage of the contract is shared with sales leadership.	*

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Samsara agrees to pay Sourcewell a 2% administrative fee of total sales for facilitating, managing, and promoting the Sourcewell Contract in the event of an award.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Please see our Pricing attached as a document.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Samsara is the only company in the industry with a fully vertically integrated platform offering real-time GPS, WiFi connectivity, Reporting, Telematics, Safety, Industrial, and Connected Worker offerings. There are companies that compete with individual offerings, yet we have no competitor that offers the full connected operations platform that Samsara does. In short, clients select Samsara over its competitors because Samsara enables them to achieve better business results with fewer vendors, logins, subscriptions, costs, etc. We combine powerful hardware, world-class software, and elite professional service teams at no additional cost to drive dramatic and profitable results in our clients' operations. As a result Samsara has seen tremendous growth in the market with over 30,000 customers and becoming a public company in 2021. Please see below for a breakdown of each service and the key takeways: Safety: Protect your team with AI-enabled cameras and coaching AI Dash Cams Driver Coaching Safety Reports Telematics: Manage your fleet in real-time, from one dashboard Real-time GPS and diagnostics Routing and Dispatch OEM Telematics Equipment Monitoring: Track and manage equipment, trailers, and other assets Trailer Tracking Equipment Tracking Advanced Monitoring Site Visibility: Manage facilities and remote sites with video security Incident Investigation Automated Alerts Remote Visibility Mobile Experience Management Remote support into company-provided smartphones and tablets Straightforward policy configuration Device Monitoring Samsara's Safety and Telematics solutions are also available on the FirstNet network as a "Trusted" solution. FirstNet Built with AT&T operates in all U.S. states and territories and supports emergency communications nationwide. Built using commercial standards, it is resilient, interoperable and and able to provide optimal levels of operational capability during emergencies to first responders and agencies supporting them. Samara's FirstNet Trusted status reflects the designation given to devices and other technologies that meet the stringent security, reliability, and performance standards set by FirstNet. The "Trusted" label signifies that a product or service has undergone rigorous testing and evaluation to ensure it can effectively support the critical needs of first responders during emergencies and daily operations.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see response above.

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments

76	Fleet management information systems	(•) Yes ( ) No	Samsara complies with this requirement. We have pre-built integrations with most leading FMIS systems to include vehicle location information and maintenance data among other data points. In the event that a pre-built integration does not exist today, we will work with the FMIS system to get this completed as quickly as possible and based on your guidance. Samsara is currently able to sync our Vehicle Gateway and Asset Gateway data such as trip history, engine runtimes, fault code analysis and odometer data. Additionally, we can also trigger work orders to be created when faulty DVIRs are submitted, with service requests being directly sent to technicians.	*
77	Fleet technology related hardware solutions	(•) Yes ( ) No	Samsara has a large internal quality organization that looks after hardware, firmware, and software quality. In addition to this, we leverage our manufacturing partners' quality/reliability teams to provide additional test capacity. These teams are in place to deal with any issues and questions that arise during manufacturing. Samsara works to maintain current quality standards while focusing on an industry leading rate of innovation. Samsara's SaaS platform system leverages AWS infrastructure, which is ISO 27001 certified. We undergo SOC2 type II audit. Our software development teams have a QAP in place. The purpose of the program is to account for Accountability for the Samsara product lifecycle and platform. The product quality program spans Design, PM, Engineering, and QE. Each Product Group has an assigned advising QE. This QE adviser provides consultation, review, and/or sign-off on test planning. Products have hands-on, direct QA testing support (ie drive testing on ELD or firmware testing). In addition, Samsara hardware is proprietary, engineered in-house, and intended for industrial applications, including manufacturing, oil and gas, trucking / distribution, etc. Our hardware is designed in-house using industrial grade materials -- such as polycarbonate plastics, steel, aluminum and industrial rated electrical components. Each of hardware product datasheet's detailed in our proposal show the individual certifications that our hardware has achieved.	*

			Our hardware is designed to withstand (when applicable): IP69k ingress protection (intended for industrial wash applications) Rugged vibration testing (ISO16750, random vibration testing of 32hrs/axis up to 1000hz) Extensive thermal cycling (-40C to 85C) Drop testing Among other tests as part of a comprehensive reliability test suite Our reliability test suite is intended to stress our products and accelerate aging to simulate real life wear and tear of our products. We design our products to survive throughout the service life. The random failures that do occur, while unexpected, are analyzed internally and the information is used to improve the robustness of our products. We set a high bar for ourselves to deliver the most reliable customer experience and regularly sample our reliability to the competition, the market and adjacent markets to ensure that we meet stringent quality standards. We provide intelligent device health reporting that will allow you to immediately tell if a device is having issues before a vehicle ever goes offline, preventing the loss of critical footage or diagnostics information. If a device issue is identified, Samsara is the only solution on the market to provide actionable recommendations to remedy the device, directly from the Dashboard. Overall Samsara are in a very strong position to manage quality as we create both the software and hardware elements of our solution providing us with end to end visibility and complete control over the entire interoperability.	

78	Related software solutions	(•) Yes ( ) No	Samsara's ecosystem of products and the Samsara Dashboard are all designed in house. This includes our two applications, available on both iOS and Android devices, our Fleet Management App and our Driver app. The Driver App is an all-in-one app that lets administrators give drivers the right information at the right time, so they can meet demanding schedules with great precision. Administrators can tailor the driver's experience directly from the dashboard or push information from other systems via open APIs. An easy-to-use interface means less paperwork, improved compliance, and greater productivity across your entire fleet. The Samsara Driver App works on any iOS or Android device. The Driver App is included with your Samsara Vehicle Gateway license. The Samsara Fleet Mobile App is built for fleet managers on the move. Whether you are in the office or in the field, the Samsara Fleet Mobile App helps you stay on top of operations with in-app alerts that notify you of events that need attention. Improve safety at the moment with the ability to review safety events, download HD dash camera footage, and share videos in the field. In addition to safety event data, the app provides real-time visibility into vehicle location so you can pinpoint drivers who need assistance and navigate to their location in one click. To help streamline driver and technician workflows, the app also provides diagnostic, HOS, and sensor data. Live ETAs can also be directly shared with customers with a single tap. Fleet Mobile App features are included with relevant licenses i.e. Safety features are included with Video-Based Safety licenses. https://kb.samsara.com/hc/en-us/articles/360040058532-Samsara-Fleet-App-Features	*

79	Fleet telematics	(•) Yes ( ) No	Samsara's GPS/Telematics offering is the core of our business and the first product we brought to market. Samsara is 100% focused on creating safer, more efficient and more sustainable operations of vehicle fleets through GPS/Telematics, video based safety and our mobile/online apps designed to digitize and automate all related processes. Based on our strength and focus in this specialized market we have been ranked as one of the fastest growing companies in America for several years. Because we are completely focused on GPS/Telematics and Safety we are able to release over 200 new features annually based on what our customers are asking for and as a result have been growing at nearly 100% annually with the average customer expanding their relationship with us by 25% every year. We have nearly 1,000 public sector fleets and over 30,000 total fleets using Samsara for Telematics, GPS and video based safety today. In total we have over 2,000,000 vehicles being monitored collecting over 4.6 Trillion data points, facilitating over 33 Billion API calls, collecting over 85 Billion minutes of video footage and detecting over 2.4 Billion safety events annually.	*

80	Fleet monitoring and asset tracking	(•) Yes ( ) No	Samsara has two forms of Asset Tracking, Powered and Unpowered. Powered asset gateways include the Powered Asset Gateway and Powered Asset Gateway +. The Powered Asset Gateway Plus is ideal for monitoring specialty and refrigerated trailers, off-highway vehicles, heavy equipment, and high-value mobile assets. The Asset Gateway is ideal for monitoring dry-van and flatbed trailers and powered equipment. Both powered asset trackers provide real-time GPS tracking as well as reporting on telematics, utilization, dormancy, etc. Our Unpowered Asset Gateway is a battery-powered Asset Tracking Device for periodic check-in as well as wake-on-motion updates. Samsara's newest product in this space - the Asset Tag- uses bluetooth technology to small, mission critical assets in near real-time. These products are seamlessly integrated into the same dashboard as vehicle trackers and allow for alerts and alarms around movement. The Asset Gateway + & Asset Gateway have GPS and cellular hardware internal to the device, allowing for the tracking of assets. Product Information: Asset Gateway +: https://www.samsara.com/products/models/ag26/ Powered Asset Gateway: https://www.samsara.com/products/models/powered-asset-gateway/ Unpowered Asset Gateway: https://www.samsara.com/products/models/unpowered-asset-gateway/ Asset Tag: https://www.samsara.com/products/models/asset-tag	*

81	Geofencing solutions	(•) Yes ( ) No	Samsara provides customizable geofences (https://kb.samsara.com/hc/en-us/articles/360043280051-Manage-an-Address) that can be adjusted directly in the cloud dashboard. By default, each new address will have a geofence boundary with a 250 meter radius from the address. Alternatively, you may use the drawing tools to adjust the geofence perimeter or shape to be a box, circle, or multi-point polygon. NOTE: With Samsara, the detailed polygon that you draw for the address will be used for all geofence detections, including automatic detection of route stop arrival and route stop departure. Some other vendors in the market default back to a radius for route-stop events, regardless of a detailed geofence drawing. Once defined, you may also select an Address Type for each geofence, including: Normal Geofence: Assigns a boundary around the address for a region of interest. You can use the geofence for route tracking as start and stop indicators when entering or exiting the geofence. Yard: Unassigned trips contained within this geofence will be automatically annotated for ELD compliance. These automatic annotations should only be used for ELD exempt personnel, such as mechanics, fuelers, or washers. ELD subject drivers should always sign in to the Samsara Driver App and log their appropriate duty status. Risk Zone: Used to highlight dangerous locations where thefts or similar incidents often happen. Risk Zones appear as red geofences in the Fleet Overview It is also possible to use geofences to auto-dismiss safety events within the geofence.	*

82	Motor pool and fleet sharing solutions services	(•) Yes ( ) No	Because our hardware is plug-and-play, the motor pool and fleet sharing solutions services can be easily integrated and managed through our cloud-based platform. By using our Driver App, employees can submit digital documents, barcodes, signatures and scans through our Custom Forms or Driver Documents functions. As for understanding which driver drives what vehicle in real-time, Samsara made this is easy through a multitude of driver login options: driver login is linked to their assigned routes within the dashboard. Once a driver begins driving, their assigned route, status, and timing automatically begins, or if using Samsara dual-facing dash cams, drivers will be assigned as soon as a vehicle is started. We also offer an NFC ID card reader.	*
83	Integrated video solutions	(•) Yes ( ) No	Samsara offers both the CM33 (forward-facing) and the CM34 (dual-facing) dash cams, as well as the HD Camera Connector. Please see below for a broad overview of our flagship products, also presented in our response document. Samsara's CM33 Front-facing Dash Cam automatically uploads HD video footage to the Samsara Cloud. With live scene analysis and a built-in speaker for driver coaching, the CM33 is purpose-built to reduce high-risk behaviors, lower safety-related costs, and provide deep visibility into fleet operations. The CM33 analyzes the road in real-time, providing advanced visibility into the cause of accidents. Using artificial intelligence on the edge, the CM33 can instantly detect events such as tailgating and rolling through a stop sign. The CM33's cellular capabilities eliminate the need for manually retrieving memory cards from vehicles or downloading footage from a DVR. Operators can instantly access recent and historical captures from any web browser. The CM34 Dual-facing Dash Cam automatically uploads HD video footage to the Samsara Cloud. With live scene analysis and a built-in speaker for driver coaching, the CM34 is purpose-built to reduce high-risk behaviors, like distracted driving and tailgating, lower safety-related costs, and provide deep visibility into	

			fleet operations. The CM34 captures smooth, high-definition video of the road and driver simultaneously, enabling operators to clearly see events of interest. With high-end resolution, 30 frame per second capture, and in-cab Infrared LED for unlit nighttime video, the CM34 provides exceptional performance in a scalable camera system. The CM34 analyzes driver behavior and road conditions in real time, providing unprecedented visibility into leading causes of preventable accidents. Using artificial intelligence on the edge, the CM34 can instantly detect events, such as distracted driving and rolling through a stop sign. The HD Camera connector allows fleets to connect up to 4 high-definition third-party cameras for side, rear, or interior visibility. Fleet and safety manages can bring cloud connectivity to existing cameras and harness the power of 360 degree visibility. With advances in imaging technology, encoding, and wireless data networks, Samsara dash cams bring tremendous quality and features at a fraction of the cost of traditional enterprise-class systems. With no complex wiring or configuration, it's also easy to use. Samsara dash cams install in about ten minutes, and the Samsara Cloud dashboard enables users to access footage without training or IT expertise.	*

84	Emissions, Green House Gas (GHG), or Low Carbon Fuel Standard (LCFS) tracking, reporting, and management	(•) Yes ( ) No	In August 2019, Samsara achieved a net-zero carbon footprint. Samsara helps its customers achieve their goals for waste reduction, greenhouse gas (GHG) reduction, and renewable energy sources as outlined in Samsara's 2022 Environmental, Social, and Governance Report. https://www.samsara.com/pdf/docs/ESG-Report.pdf Additionally, the Fuel & Energy report displays information about the fuel efficiency, estimated carbon emissions and usage of drivers or vehicles in the fleet. Please see: https://kb.samsara.com/hc/en-us/articles/360042282731-Fuel-Energy-Report Finally, Samsara is a market leader in EV support and is an integral business investment area. We have been investing heavily in the last 2 years on EV model coverage and functionality for fleets that are looking to transition or have already transitioned to EVs. Samsara offers a EV suitability report to help fleets identify potential vehicles that are best candidates to electrify/replace based on user configurable parameters. https://kb.samsara.com/hc/en-us/articles/360062066832-EV-Suitability-Report We work closely with our customers to identify new EV models they are purchasing and invest in R&D to solve the challenge of reading out EV diagnostics such as Odometer, state of charge, state of health, energy consumed and more. Samsara's hardware is designed to be compatible with all vehicle types. The capabilities specific to EVs and Hybrids include electric vehicle management, including a fleet electrification report, real-time charging status & alerts, EV route planning, fuel & energy reporting, an EV charging report, battery health, EV utilization history, & more. For more information, please visit: https://www.samsara.com/products/telematics/electric-vehicles

Docusign Envelope ID: EB0AE716-4F5E-4D00-8347-58A997BEAB2F

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Samsara - Sourcewell RFP Submission 2024.xlsx - Monday October 28, 2024 22:47:16
- Financial Strength and Stability - Samsara - FY24 - 10K Filing.pdf - Monday October 28, 2024 22:44:46
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Blank Order Form.pdf - Tuesday October 29, 2024 12:20:06
- Requested Exceptions - RFP_102924_Master_Agreement_Fleet Management Technologies (Samsara 2024.10.28).docx - Monday October 28, 2024 22:43:28
- Upload Additional Document - Samsara for Sourcewell - October 2024 .pdf - Monday October 28, 2024 22:56:20

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Samantha Kriegsman, Senior Partner Account Executive, Samsara Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_RFP_102924_Fleet Management_Technology Tue October 22 2024 07:02 AM	☑	2
Addendum_11_RFP_102924_Fleet Management_Technology Fri October 18 2024 03:16 PM	☑	2
Addendum_10_RFP_102924_Fleet Management_Technology Thu October 17 2024 01:06 PM	☑	1
Addendum_9_RFP_102924_Fleet Management_Technology Thu October 10 2024 02:44 PM	☑	1
Addendum_8_RFP_102924_Fleet Management_Technology Wed October 9 2024 03:28 PM	☑	2
Addendum_7_RFP_102924_Fleet Management_Technology Tue October 8 2024 02:23 PM	☑	2
Addendum_6_RFP_102924_Fleet Management_Technology Fri October 4 2024 08:10 AM	☑	2
Addendum_5_RFP_102924_Fleet Management_Technology Mon September 30 2024 04:19 PM	☑	3
Addendum_4_RFP_102924_Fleet Management_Technology Wed September 25 2024 08:19 AM	☑	1
Addendum_3_RFP_102924_Fleet_Management_Technology Tue September 24 2024 08:22 AM	☑	1
Addendum_2_RFP_102924_Fleet Management_Technology Wed September 18 2024 09:24 AM	☑	2
Addendum_1_RFP_102924_Fleet Management_Technology Fri September 13 2024 04:33 PM	☑	1

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026 **Agenda Item:** I.6

Department CITY CLERK **Division** CITY CLERK	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX AMENDING THE MAYOR AND CITY COUNCIL MEETING POLICIES AND PROCEDURES

Presenter: **Marcus Duffy, City Attorney**

Attachments:

1. Resolution
2. Policies & Procedures (Redline and Clean Copy)

Background:

At the April 7, 2026, Business Meeting, City Council provided consensus to amend the policies and procedures to position the Consent Agenda prior to General Business. The amended policies and procedures are attached to this agenda item.

Recommended Action:

ADOPT RESOLUTION 2026-XX AMENDING THE MAYOR AND CITY COUNCIL MEETING POLICIES AND PROCEDURES

RESOLUTION 2026-
AMENDING THE MAYOR AND CITY COUNCIL MEETING POLICIES AND PROCEDURES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE MAYOR AND CITY COUNCIL MEETING POLICIES AND PROCEDURES; REORDERING THE ORDER OF BUSINESS TO POSITION THE CONSENT AGENDA, PRIOR TO GENERAL BUSINESS; CLARIFYING ADMINISTRATIVE PROCESSES; PROVIDING FOR IMPLEMENTING ACTIONS, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, The City Council adopted the Mayor and City Council Meeting Policies and Procedures ("Procedures") establishing the policies and procedures for City Council meetings and workshops on November 18, 2025; and

WHEREAS, the City Council of the City of Palm Coast desires to conduct its Business Meetings in the most efficient manner possible to respect the time of the public and participants; and

WHEREAS, on April 7, 2026, at a City Council Business meeting, the City Council directed the City Attorney to amend the Procedures to position the Consent Agenda prior to General Business; and

WHEREAS, moving the Consent Agenda prior to General Business allows for the streamlined approval of routine, non-controversial items prior to the commencement of General Business; and

WHEREAS, the City Council of the City of Palm Coast finds that adoption of this Resolution amending the Procedures is in the best interest of the public, City Staff, and general efficiency during City Council meetings.

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

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (WHEREAS clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF AMENDMENT. The City Council of the City of Palm Coast hereby approves amending the Mayor and City Council Meeting Policies and Procedures as set forth in the attached Exhibit "A." Additions are shown in underline and deletions are shown in strikethrough.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections 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 21st day of April 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” Mayor and City Council Policies and Procedures, as amended

MAYOR and CITY COUNCIL

Meeting Policies and Procedures

It is the policy of the Palm Coast City Council that these Rules of Procedure shall govern all official meetings of the City Council. The members of the City Council, City Manager, City Attorney, City staff, and the public shall adhere to these rules, to wit:

I. Governing Rules.

Except as may be provided by these rules or by law, questions of order, the methods of organization and the conduct of business of the City Council shall be governed by *Robert's Rules of Order Revised* in all cases in which they are applicable as determined to be consistent with the customs and practices of the City Council. The City Council shall follow simplified parliamentary procedures based on Robert's Rules of Order Newly Revised as a guide, so long as such procedures and rules do not conflict with ordinances, statutes, or these Policies and Procedures.

II. Meeting Schedule.

The City Council shall hold three regular scheduled meetings each month. The first and third Tuesday of each month will be a regular scheduled business meeting. The first Tuesday monthly business meeting shall begin at 6:00 pm and the third Tuesday business meeting shall begin at 9:00am. The second Tuesday of the month will be a regular scheduled workshop that shall begin at 9:00 am. The City Council will have a fourth monthly meeting, workshop at 6:00 pm, if deemed necessary by the City Manager or requested by the consensus of City Council.

III. Open to the Public.

A. Meetings Open to Public. All meetings of the Palm Coast City Council shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, *Florida Statutes*.

B. Exempt Meetings. The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions, Section 447.605(1), *Florida Statutes*, meetings regarding risk management claims, Section 768.28(15), *Florida Statutes*, and litigation meetings pursuant to Section 286.011(8), *Florida Statutes*, the City Council shall follow all statutory requirements for exempt meetings.

C. Seating Capacity. Due to the need to comply with seating capacity requirements of the controlling Fire Code, there may be occasions when entrance by the public to the City Council Chambers or other meeting rooms shall be limited. In cases where there is limited seating capacity, every effort will be made to provide "overflow seating" in a room or rooms equipped with "streaming" audio and video of the meeting in progress.

D. Accessibility. All meetings of the Mayor and City Council shall be conducted in a publicly accessible building and, as feasible, provide access to meetings through diverse media sources.

E. Signs, Placards, Banners. For public safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures shall be allowed in the meeting rooms. Other signs, placards, banners, shall not disrupt meetings or interfere with

others' visual rights.

IV. Quorum.

A. Quorum. A majority of the entire City Council shall constitute a quorum. No ordinance, resolution, policy, or motion shall be adopted by the City Council without the affirmative vote of the majority of the members present or, if required by the *Florida Statutes*, a super-majority vote of the members present.

B. Remaining in Chambers. During a City Council meeting, City Council Members should remain in the City Council Chambers at all times unless an emergency or illness should occur. City Council Members present in the meeting should not absent themselves for a particular item.

C. Conflict of Interest. Any member of the City Council who announces a conflict of interest on a particular matter pursuant to Section 112.3143 or Section 286.012, *Florida Statutes*, and chooses to refrain from voting or otherwise participating in the proceedings related to that matter, shall be deemed present for the purpose of constituting a quorum.

D. Loss of Quorum. In the event that a City Council Member is required to depart a City Council meeting prior to adjournment, and the departure causes a loss of quorum, no further official action may be taken until or unless a quorum is restored, other than adjournment.

E. No Quorum. Should no quorum attend within thirty (30) minutes after the hour appointed for the meeting of the City Council, the Mayor or the Vice-Mayor, or in their absence, another City Council Member, in order of seniority, shall adjourn the meeting. The names of the members present and their action at such meeting shall be recorded in the minutes by the City Clerk. In the event that an emergency situation, such as a hurricane or other similar event, results in the unavailability of a quorum for a meeting or public hearing, the City Manager, or designee, may grant a continuance of the meeting, but, if practicable, shall be present at the site of the meeting or public hearing, post a notice of a continuance to a later date and time and advise members of the public who attempt to attend of the date and time of the meeting or hearing.

F. In accordance with Florida Law, a council member may participate in a City Council meeting remotely if a quorum is present at the meeting and the council member cannot attend in person for extraordinary circumstances and the member has notified the City Manager of their inability to attend prior to the start of the meeting. “Extraordinary circumstances” include illness, personal or family matter, or other good reason. However, no council member shall attend more than four (4) consecutive regularly scheduled Council meetings via remote.

V. Presiding Officer.

A. Mayor. The Presiding Officer shall be the Mayor of the City of Palm Coast. The Mayor presides at all meetings of the City Council. The Mayor's responsibilities shall include, but not be solely limited to:

1. Open the meeting at the appointed time and call the meeting to order, having ascertained that a quorum is present.
2. Announce the business to come before the City Council, in accordance with the prescribed order of business.
3. Recognize all City Council, the City Manager or City Attorney, who seek the

floor under correct procedure. All questions and comments are to be directed through the Mayor.

4. Preserve decorum and order, and in case of disturbance or disorderly conduct in the City Council Chambers, may cause the same to be cleared or cause any disruptive individual to be removed.

5. Expedite business in every way compatible with the rights of the members.

6. Remain objective as of the Presiding Officer. For the Mayor to make a motion, the gavel must be relinquished. Upon relinquishing the gavel, the Mayor or such other members of the City Council who may be presiding may offer motions and seconds, subject only to limitations of debate. The gavel shall be relinquished in the following order:

   (a) to the Vice-Mayor;
   (b) to other City Council Members based upon seniority.

7. In the event that the Mayor relinquishes the gavel to offer a motion or a second he/she should not resume chairing the meeting until the pending main motion has been decided.

8. Declare the meeting adjourned when the City Council so votes, or at any time in the event of an emergency affecting the safety of those present.

B. Vice Mayor. In the absence of the Mayor or in the event of the Mayor's inability to serve by reason of illness or accident, the Vice Mayor shall perform the duties and functions of the Mayor, including the duties as the Presiding Officer until the Mayor's return or recovery and resumption of duty. In the absence of both the Mayor and Vice Mayor, City Council Members, in order of their seniority, shall chair.

VI. Order of Business.

A. Official Agenda. There shall be an official agenda for every meeting of the City Council, which shall determine the order of business conducted at the meeting. All proceedings and the order of business at all meetings of the City Council shall be conducted in accordance with the official agenda subject to matters being added on to an agenda consistent with these Policies and Procedures.

B. Agenda Form; Availability; Support Information. The agenda shall be prepared by the City Manager in a form approved by the City Council. The City Manager shall make available to City Council Members a copy of the agenda before the meeting. All supporting information for agenda items shall be delivered to the City Council no later than the evening of three (3) business days before the regular meeting (electronically and/or in paper format if necessary).

C. Agenda Format for Regular Meeting. The agenda format for a regular City Council meeting shall be in substantially the form as set forth below except for awards will be presented thirty (30) minutes before night meetings; provided, however, that the Mayor may move agenda items as he or she deems in the public interest or for the convenience of the public or City Council Members:

1. Call to Order, Pledge of Allegiance and Moment of Silence.

2. Awards and Presentations.

3. Public Comments on Non-Agenda Items (three (3) minute limit individually and thirty (30) minute limit for this agenda item).

4. Scheduled Public Hearings.

5. Consent Agenda

~~5.~~6. General Business.

~~6.~~7. ~~Consent Agenda~~.

~~7.~~8. Public Comments on Non-Agenda Items (three (3) minute limit) and thirty (30) minute limit for this agenda item).

~~8.~~9. City Council Comments, Liaison Reports and Directions for Action on Non-Agenda items.

~~9.~~10. City Manager Comments and City Attorney reports, as needed.

~~10.~~11. Adjournment.

D. Scheduled Public Hearings. Public hearings shall be held as required to receive public comments on matters of special importance or as prescribed by law. For regular City Council Business meetings, public hearings shall be heard as the first order of business or as soon thereafter as is possible. In the event the party initiating the public hearing process requests a continuance of a public hearing after a notice of the hearing has been distributed, posted or published; the City Manager, or designee, may, in the event that the City Manager concludes that the motion has been filed in good faith and not solely for the purposes of delay or another improper purpose, grant the motion to continue and notify other potentially affected or interested parties of the continuance; provided, however, that this power shall only be applicable to the first request for a continuance and any other requests shall be subject to approval by the City Council.

E. Consent Agenda. On the portion of the agenda designated as "Consent," all items contained therein may be voted on with a single motion. Consent items are considered to be routine in nature, are typically non-controversial and do not deviate from past City Council direction or policy. Contracts and agreements that are valued at $1,000,000.00 and above will not be included in the Consent agenda. However, any City Council Member may withdraw an item from the consent agenda and it shall then be voted on individually.

~~E.~~F. General Business. Business items are items of a general nature that require City Council direction or pertain to City Council policy. The City Council shall provide an opportunity for the public to comment on each item considered under general business. Persons commenting shall limit their contribution to three (3) minutes. All comments shall be addressed to the ~~Mayor~~ City Council.

~~F. Consent Agenda. On the portion of the agenda designated as "Consent," all items contained therein may be voted on with a single motion. Consent items are considered to be routine in nature, are typically non-controversial and do not deviate from past City Council direction or policy. Contracts and agreements that are valued at $1,000,000.00 and above will not be included in the Consent agenda. However, any City Council Member may withdraw an item from the consent~~

~~agenda and it shall then be voted on individually.~~

G. Public Comments on Non-Agenda Items. The public may provide comments to the City Council relative to matters not on the agenda for a meeting at an appropriate time during the course of each meeting. Following all comments from the public, there may be discussion by the City Council, but the City Council shall take no major policy action except to agenda the topic for a later date or by a unanimous vote of the City Council but may take action to address exigent matters or to ensure that matters are addressed in a timely manner.

H. City Council Comments. The purpose of City Council Comments is to promote the public discussion of City Business and to encourage the dissemination of information. The City Council shall not vote on a motion or take ~~no~~ any major policy action without an agenda item unless such is approved by the consent of the City Council but may take action to address exigent matters or to ensure that matters are addressed in a timely manner.

I. Departure from Order of Business. Any departure from the order of business set forth in the official agenda shall be made only by the Mayor or upon motion and consent of the majority of City Council members of the City Council present at the meeting.

J. Placing Items on Agenda. Matters may be placed on the agenda by the City Manager or by any member of the City Council. When a City Council Member wishes to place a matter on the agenda, the City Council Member shall raise the matter at a regular City Council meeting or workshop and seek the City Council's consent for inclusion of the matter on the next available regular agenda or, in exigent circumstances or circumstances clearly warranting immediate action, on the current agenda. A City Council Member may not unilaterally add a matter to an agenda without the majority of the City Council's prior approval.

K. Additions, Deletions, or Corrections to Agenda. Deletions or corrections to the agenda may be considered by the City Council. Non-agenda matters shall generally be confined to items that are informational only consistent with these Policies and Procedures.

L. Supplemental Agenda Items. Items not included on the agenda for a meeting should be considered by the City Council only in exigent circumstances or as otherwise stated in these Policies and Procedures, for issues that are time critical or cost sensitive to the City. If the "supplemental" agenda is approved, the City Manager shall modify and reprint the agenda table of contents for redistribution to all persons who receive the initial agendas if time permits. Furthermore, the City's Web site should be updated to reflect the new agenda as soon as practicable. For matters of extreme emergency, a special meeting of the City Council may be called by the Mayor or a majority of the City Council upon adequate notice being provided under Section 286.011, *Florida Statutes*.

M. Announcing Agenda Items. The Mayor shall announce each item on the agenda. The City Manager or City Attorney shall then present the item to the City Council.

VII. Special Meetings and Emergency Meetings.

A. Special Meeting. A special meeting of the City Council may be called by the City

Manager, the Mayor, or by a majority of the members of the City Council. Whenever a special meeting is called, the City Manager shall serve personal notice upon each member of the City Council stating the date, hour and place of the meeting and the purpose for which such meeting is called. At least twenty-four (24) hours must elapse between the time City Council receives notice and the time the meeting is held. However, if a determination to hold a special meeting is reflected upon the record of any regular City Council meeting, no additional notice is necessary. If after reasonable diligence, it was impossible to give notice to each City Council Member or it was impossible to let twenty-four (24) hours elapse between the time the notice of the meeting and the time the meeting was held, such failure shall not affect the legality of the meeting if a quorum is in attendance.

B. Emergency Meeting. An emergency meeting of the City Council may be called by the City Manager or the Mayor whenever in his, her, or their opinion an emergency exists which requires immediate action by the City Council. Whenever such an emergency meeting is called, the City Manager shall serve personal notice upon each member of the City Council, stating the date, hour and place of the meeting and the purpose for which it is called At least twenty-four (24) hours shall elapse between the time the City Council receives notice of the meeting and the time the meeting is to be held. If because of the nature of the emergency it was impossible to give notice to each City Council Member or it was impossible to let twenty-four (24) hours elapse between the time the notice of the meeting and the time the meeting was held, such failure shall not affect the legality of the meeting if a quorum is in attendance.

C. Minutes: Open Meetings. The minutes of each special or emergency meeting shall show the manner and method by which notice of such special or emergency meeting was given to each member of the City Council or shall show a waiver of notice. (See paragraph D. below) Minutes thereof shall be kept by the City Manager. All special or emergency meetings shall be open to the public.

D. Notice. Reasonable public notice, sufficient to comply with the provision and intent of Section 286.011, *Florida Statutes*, must be given and in no event may be waived.

E. Litigation Meetings. The City Attorney may request litigation strategy meetings in accordance with the controlling provisions of State law.

VIII. Parliamentarian.

A. The City Attorney shall act as Parliamentarian and shall advise and assist the Mayor in matters of parliamentary law. Consistent with longstanding practice, the Parliamentarian shall follow simplified parliamentary procedures based on these rules and using Robert's Rules of Order Newly Revised as a guide, so long as such procedures and rules do not conflict with ordinances, statutes, or these Policies and Procedures.

B. Call to order any member of the City Council who violates any of these procedures and, advise on questions of order.

IX. Rules of Debate.

A. Decorum.

1. Every City Council Member desiring to speak should address the Mayor, and upon receiving recognition by the Mayor, shall confine discussion to the

question under debate.

2. City Council Members shall refrain from: attacking a member's motives; speaking adversely on a prior motion not pending; speaking while the Mayor or other City Council Members are speaking; and disturbing the City Council.

3. A City Council Member, once recognized, should not be interrupted when speaking unless said Member is being called to order. The Member should then cease speaking until the question of order is determined, without debate, by the Mayor. If in order, said member shall be at liberty to proceed.

B. A City Council Member shall be deemed to have yielded the floor when he or she has finished speaking. A Member may claim the floor only when recognized by the Mayor.

C. Motions.

1. All motions shall be made and seconded before debate.

2. When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except to: adjourn, to lay on the table, to postpone, to substitute, or to amend until the question is decided. These motions shall have preference in the order in which they are mentioned.

3. The following motions are not debatable: to adjourn; to lay on the table; to take from the table; to call the question.

D. Motions to Amend. An amendment to a motion must be germane, that is, it must relate to the substance of the main motion. An amendment may not introduce an independent question, and an amendment may not serve as the equivalent of rejecting the original motion. A City Council Member may amend the main motion in either of the following ways:

1. Consent of the City Council Members. The Mayor, or another City Council Member through the Mayor, may ask for certain changes to be made to the main motion. If there are no objections from the maker of the motion, the motion shall stand as amended.

2. Formal Amendment. An amendment maybe presented formally by moving to amend the motion in some way. If it is in the form of a formal motion to amend, a second shall be required and discussion shall follow on the amendment. If an amendment passes, the main motion shall be the motion as amended. If it fails, the motion shall be the motion as it was before the amendment was presented.

X. Voting.

A. Votes and Voice Votes. The Mayor may, after a motion is made and seconded as to a matter, ask if there is objection to the motion and, if none is stated, all votes shall be recorded as affirmative “aye” votes on the matter; provided, however, if directed by the Mayor, votes shall be taken by roll call voice votes.

B. Results. At the conclusion of voting the City Clerk shall announce the results. Upon any roll call, there shall be no discussion by any City Council Member prior to voting, and each City Council Member shall vote either in the affirmative or

negative on the matter in accordance with custom unless abstaining from a vote in accordance with the controlling provisions of law.

C. Voting. Every member who was in the City Council Chambers when the question was put must give his or her vote, unless the member has publicly stated that he or she is abstaining from voting due to a conflict of interest pursuant to Sections 112.3143 or 286.012, *Florida Statutes*. If any City Council Member declines to vote "aye" or "nay" by voice, his or her silence shall be counted as an "aye" vote.

D. Absent for Vote, Changing Vote. If a City Council Member is momentarily absent from a business meeting and misses a vote on a particular item or a City Council Member desire to change his or her vote on a matter, a vote may be recorded or a vote may be changed if such action occurs before the next item is called for consideration, or before a recess or adjournment of the business meeting occurs, whichever occurs first. After either such event, no vote of a City Council Member may be recorded or changed except with the consent of all the City Council Members who voted thereon. If an advertised public hearing has concluded no vote may be modified if not permitted by controlling State law. A City Council Member changing his or her vote on a matter or voting after an absence shall not be entitled to move for reconsideration of the vote as a voting City Council Member on the prevailing side of the matter.

E. City Council Reconsideration Of/Rescinding Action Previously Taken. A motion to reconsider enables the City Council to set aside a vote on a main motion taken at the same business meeting, or at the next business meeting as set forth herein. If a motion to reconsider is made and passed, the City Council may set aside the reconsidered vote and consider the matter anew as though no vote had been taken. Only a City Council Member who voted on the prevailing side of the matter may make a motion to reconsider. Motions to reconsider may only be made when no other matter is being considered or heard. A motion to reconsider merely determines whether or not to reconsider the matter to which the motion is directed. If successful, a motion on the main matter must be made and acted upon. The last opportunity to make a motion to reconsider is the business meeting after the action occurred for which reconsideration is proposed. If the motion relates to a matter heard at a public hearing which has concluded, and the motion is successful, all required advertisements and notices shall be implemented to notify affected persons and the public that the matter will be reheard.

F. Majority Vote; Super Majority Vote; Tie Vote. The passage of any motion, policy, ordinance or resolution requires a majority vote of a quorum of the City Council unless a controlling provision of law requires otherwise. In the case of a tie vote on any matter, the action shall be deemed not to have been approved; provided, however, that if an advertised public hearing results in a tie vote, all reasonable consideration shall be given to continuing the hearing if the tie results from an absence of a City Council Member and not recusal or a long term inability to attend.

G. Voting Conflict. A City Council Member shall not vote on a matter when the City Council Member has a voting conflict of interest as specified in Section 112.3143 or Section 286.011, *Florida Statutes*. A City Council Member abstaining from voting due to a conflict shall announce the conflict prior to discussion on the matter. Within fifteen (15) days following that City Council meeting, the City Council Member shall file with the Clerk a Form 8B "Memorandum of Voting Conflict" which

describes the nature of the interest in the matter. Form 8B shall be received by the Clerk and incorporated into the meeting minutes as an exhibit.

H. Votes On City Council Appointees. When making appointments to City boards, committees, etc., the City Council shall attempt, insofar as practical, to reflect the diversity of the City. The City Manager shall design a form that shall be used to record City Council Member votes for appointees when motions are made relative to appointments unless the Mayor determines that a voice vote is appropriate.

I. **Votes at City Council Workshops**. No votes shall be taken at workshops. Direction to City Staff may be provided by consensus. However, a vote can be made in dealing with an emergency situation in accordance with Section 286.0114(3)(a), *Florida Statutes*.

XI. Public Input: Addressing the City Council.

A. Public Input. The City Council recognizes the importance of protecting the right of the public to express their opinions on the operation of City government and encourage citizen participation in the local government process. The City Council also recognizes the necessity for conducting orderly and efficient meetings in order to complete City business in a timely manner. Public participation shall be encouraged in order that the public interest may be best served with regard to all matters. Also, it is acknowledged that quasi-judicial proceedings require special treatment in order for the City to comport with the requirements of controlling law and afford administrative due process to all parties. The Mayor shall seek guidance from the City Attorney as to quasi- judicial proceedings as may be necessary under the particular circumstances of the matter.

B. Non-Agenda Public Comments. The City Council shall provide a scheduled comment period for public comment on non-agenda items. This public comment period is denoted on the agenda as "Public Comments." The remarks of each speaker shall be limited to no more than three (3) minutes, unless the Mayor extends the time.

C. Public Input on a Matter Pending Before the City Council. Each person who addresses the City Council on an agenda item pending before the City Council shall limit his or her presentation to three (3) minutes. The Mayor has the discretion to either extend or reduce the time limits, based on the number of speakers. The Mayor shall evaluate the statements of persons stating that they are either legal counsel for or a representative of a group or association of persons or entities in terms of granting such persons additional time to present the views of the group.

D. Issues of Concern Expressed by the Public.

1. Members of the public may submit a “Public Inquiry Form” to the City Manager to provide him or her all necessary information relative to the matter of concern.

2. The matter expressed in the “Public Inquiry Form” will then be considered by the City Manager, or his/her designee, and the City Manager may choose to resolve the matter or to present the matter to the City Council.

3. In any event, the City Manager shall report to the City Council the filing of the “Public Inquiry Form” and any action that he or she may have taken.

4. This procedure shall not be used if "appeal" mechanisms already exist to address the matter set forth in the “Public Inquiry Form” and the filing of a “Public Inquiry Form” shall not constitute the filing of an appeal under any provision of any City code or ordinance.

E. Public Input at Workshops. Public input at City Council workshops can be on either agenda or non-agenda items. Such public input at City Council workshops shall be conducted in the same manner as in City Council business meetings.

F. Addressing the City Council.

1. When addressing the City Council, each individual in turn, shall step up to the speaker's lectern and shall give the following information in an audible tone of voice for the minutes:

   (a). name;
   (b). place of residence or business address;
   (c). if requested by the Mayor, the person may be required to state whether the person speaks for a group of persons or a third party, if the person represents an organization, whether the view expressed by the person represents an established policy or position approved by the organization, and whether the person is being compensated by the organization.

2. All remarks may be addressed to the entire City Council or individual City Council Members.

3. Speakers must make their comments concise and to the point and present any data or evidence they wish the City Council to consider. No person may speak more than once on the same subject unless specifically granted permission by the Mayor.

4. If a person or group intends to introduce written or illustrative materials to be considered by the City Council, such materials, once submitted, become part of the public record and will not be returned to the presenter. Also, if such materials are voluminous, a presenter should provide the materials as early as possible to the City Manager for review and analysis and inclusion, as appropriate, in agenda materials. The presentation of voluminous materials at a City Council meeting could result in continuation of the matter.

G. Decorum.

1. Order must be preserved. It is prohibited for a person, by speech or otherwise, to delay or interrupt the proceedings or the peace of the City Council or disturb any person having the floor. No person shall refuse to obey the orders of the Mayor or the City Council. Any person making irrelevant, impertinent, or slanderous remarks or who becomes boisterous while addressing the City Council shall not be considered orderly or decorous. Any person who becomes disorderly or who fails to confine remarks to the identified subject or business at hand shall be cautioned by the Mayor and given the opportunity to conclude remarks on the subject in a decorous manner and within the designated time limit. Any person failing to comply as cautioned shall be barred from making any additional comments during

the meeting by the Mayor, unless permission to continue or again address the City Council is granted by the majority of the City Council Members present. Presentations at City Council meetings are to relate to matters on the agenda or matters that are suggested with regard to actions proposed to be taken by the City Council.

2. The use of presentations at City Council meetings for political campaign purposes is prohibited. People who attempt to use the public participation opportunity at City Council meetings for political campaign purposes shall be first cautioned to confine their comments to non-political campaign purposes and, failing to comport with such warning, shall relinquish their opportunity to make comments at the public participation time as enforced at the direction of the Mayor.

3. If the Mayor or the City Council declares an individual out of order, he or she will be given a warning and if the individual continues to act out of order will be requested to relinquish the podium. If the person does not do so, he or she may be subject to removal from the City Council Chambers or other meeting room and may be arrested by a law enforcement officer subject to Section 810.08(1), *Florida Statutes*.

4. Any person who becomes disruptive or interferes with the orderly business of the City Council may be removed, after warnings are given from the Presiding Officer and not heeded by the person, from the City Council Chambers or other meeting room for the remainder of the meeting.

XII. Adjournment.

No meeting shall be permitted to continue beyond 11:00 P.M. without the approval of a majority of the City Council. A new time limit must be established before taking a City Council vote to extend the meeting. In the event that a meeting has not been adjourned or continued by City Council vote prior to 11:00 P.M., the items not acted on are to be continued to 9:00 a.m. on the following day, unless State law requires hearing a matter at a different time, or unless the City Council determines, by a majority vote of City Council Members present, some other time certain.

MAYOR and CITY COUNCIL

Meeting Policies and Procedures

It is the policy of the Palm Coast City Council that these Rules of Procedure shall govern all official meetings of the City Council. The members of the City Council, City Manager, City Attorney, City staff, and the public shall adhere to these rules, to wit:

I. Governing Rules.

Except as may be provided by these rules or by law, questions of order, the methods of organization and the conduct of business of the City Council shall be governed by *Robert's Rules of Order Revised* in all cases in which they are applicable as determined to be consistent with the customs and practices of the City Council. The City Council shall follow simplified parliamentary procedures based on Robert's Rules of Order Newly Revised as a guide, so long as such procedures and rules do not conflict with ordinances, statutes, or these Policies and Procedures.

II. Meeting Schedule.

The City Council shall hold three regular scheduled meetings each month. The first and third Tuesday of each month will be a regular scheduled business meeting. The first Tuesday monthly business meeting shall begin at 6:00 pm and the third Tuesday business meeting shall begin at 9:00am. The second Tuesday of the month will be a regular scheduled workshop that shall begin at 9:00 am. The City Council will have a fourth monthly meeting, workshop at 6:00 pm, if deemed necessary by the City Manager or requested by the consensus of City Council.

III. Open to the Public.

A. Meetings Open to Public. All meetings of the Palm Coast City Council shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, *Florida Statutes*.

B. Exempt Meetings. The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions, Section 447.605(1), *Florida Statutes*, meetings regarding risk management claims, Section 768.28(15), *Florida Statutes*, and litigation meetings pursuant to Section 286.011(8), *Florida Statutes*, the City Council shall follow all statutory requirements for exempt meetings.

C. Seating Capacity. Due to the need to comply with seating capacity requirements of the controlling Fire Code, there may be occasions when entrance by the public to the City Council Chambers or other meeting rooms shall be limited. In cases where there is limited seating capacity, every effort will be made to provide "overflow seating" in a room or rooms equipped with "streaming" audio and video of the meeting in progress.

D. Accessibility. All meetings of the Mayor and City Council shall be conducted in a publicly accessible building and, as feasible, provide access to meetings through diverse media sources.

E. Signs, Placards, Banners. For public safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures shall be allowed in the meeting rooms. Other signs, placards, banners, shall not disrupt meetings or interfere with

others' visual rights.

IV. Quorum.

A. Quorum. A majority of the entire City Council shall constitute a quorum. No ordinance, resolution, policy, or motion shall be adopted by the City Council without the affirmative vote of the majority of the members present or, if required by the *Florida Statutes*, a super-majority vote of the members present.

B. Remaining in Chambers. During a City Council meeting, City Council Members should remain in the City Council Chambers at all times unless an emergency or illness should occur. City Council Members present in the meeting should not absent themselves for a particular item.

C. Conflict of Interest. Any member of the City Council who announces a conflict of interest on a particular matter pursuant to Section 112.3143 or Section 286.012, *Florida Statutes*, and chooses to refrain from voting or otherwise participating in the proceedings related to that matter, shall be deemed present for the purpose of constituting a quorum.

D. Loss of Quorum. In the event that a City Council Member is required to depart a City Council meeting prior to adjournment, and the departure causes a loss of quorum, no further official action may be taken until or unless a quorum is restored, other than adjournment.

E. No Quorum. Should no quorum attend within thirty (30) minutes after the hour appointed for the meeting of the City Council, the Mayor or the Vice-Mayor, or in their absence, another City Council Member, in order of seniority, shall adjourn the meeting. The names of the members present and their action at such meeting shall be recorded in the minutes by the City Clerk. In the event that an emergency situation, such as a hurricane or other similar event, results in the unavailability of a quorum for a meeting or public hearing, the City Manager, or designee, may grant a continuance of the meeting, but, if practicable, shall be present at the site of the meeting or public hearing, post a notice of a continuance to a later date and time and advise members of the public who attempt to attend of the date and time of the meeting or hearing.

F. In accordance with Florida Law, a council member may participate in a City Council meeting remotely if a quorum is present at the meeting and the council member cannot attend in person for extraordinary circumstances and the member has notified the City Manager of their inability to attend prior to the start of the meeting. “Extraordinary circumstances” include illness, personal or family matter, or other good reason. However, no council member shall attend more than four (4) consecutive regularly scheduled Council meetings via remote.

V. Presiding Officer.

A. Mayor. The Presiding Officer shall be the Mayor of the City of Palm Coast. The Mayor presides at all meetings of the City Council. The Mayor's responsibilities shall include, but not be solely limited to:

1. Open the meeting at the appointed time and call the meeting to order, having ascertained that a quorum is present.
2. Announce the business to come before the City Council, in accordance with the prescribed order of business.
3. Recognize all City Council, the City Manager or City Attorney, who seek the

floor under correct procedure. All questions and comments are to be directed through the Mayor.

4. Preserve decorum and order, and in case of disturbance or disorderly conduct in the City Council Chambers, may cause the same to be cleared or cause any disruptive individual to be removed.

5. Expedite business in every way compatible with the rights of the members.

6. Remain objective as of the Presiding Officer. For the Mayor to make a motion, the gavel must be relinquished. Upon relinquishing the gavel, the Mayor or such other members of the City Council who may be presiding may offer motions and seconds, subject only to limitations of debate. The gavel shall be relinquished in the following order:

   (a) to the Vice-Mayor;
   (b) to other City Council Members based upon seniority.

7. In the event that the Mayor relinquishes the gavel to offer a motion or a second he/she should not resume chairing the meeting until the pending main motion has been decided.

8. Declare the meeting adjourned when the City Council so votes, or at any time in the event of an emergency affecting the safety of those present.

B. Vice Mayor. In the absence of the Mayor or in the event of the Mayor's inability to serve by reason of illness or accident, the Vice Mayor shall perform the duties and functions of the Mayor, including the duties as the Presiding Officer until the Mayor's return or recovery and resumption of duty. In the absence of both the Mayor and Vice Mayor, City Council Members, in order of their seniority, shall chair.

VI. Order of Business.

A. Official Agenda. There shall be an official agenda for every meeting of the City Council, which shall determine the order of business conducted at the meeting. All proceedings and the order of business at all meetings of the City Council shall be conducted in accordance with the official agenda subject to matters being added on to an agenda consistent with these Policies and Procedures.

B. Agenda Form; Availability; Support Information. The agenda shall be prepared by the City Manager in a form approved by the City Council. The City Manager shall make available to City Council Members a copy of the agenda before the meeting. All supporting information for agenda items shall be delivered to the City Council no later than the evening of three (3) business days before the regular meeting (electronically and/or in paper format if necessary).

C. Agenda Format for Regular Meeting. The agenda format for a regular City Council meeting shall be in substantially the form as set forth below except for awards will be presented thirty (30) minutes before night meetings; provided, however, that the Mayor may move agenda items as he or she deems in the public interest or for the convenience of the public or City Council Members:

1. Call to Order, Pledge of Allegiance and Moment of Silence.

2. Awards and Presentations.

3. Public Comments on Non-Agenda Items (three (3) minute limit individually and thirty (30) minute limit for this agenda item).

4. Scheduled Public Hearings.

5. Consent Agenda.

6. General Business.

7. Public Comments on Non-Agenda Items (three (3) minute limit) and thirty (30) minute limit for this agenda item).

8. City Council Comments, Liaison Reports and Directions for Action on Non-Agenda items.

9. City Manager Comments and City Attorney reports, as needed.

10. Adjournment.

D. Scheduled Public Hearings. Public hearings shall be held as required to receive public comments on matters of special importance or as prescribed by law. For regular City Council Business meetings, public hearings shall be heard as the first order of business or as soon thereafter as is possible. In the event the party initiating the public hearing process requests a continuance of a public hearing after a notice of the hearing has been distributed, posted or published; the City Manager, or designee, may, in the event that the City Manager concludes that the motion has been filed in good faith and not solely for the purposes of delay or another improper purpose, grant the motion to continue and notify other potentially affected or interested parties of the continuance; provided, however, that this power shall only be applicable to the first request for a continuance and any other requests shall be subject to approval by the City Council.

E. Consent Agenda. On the portion of the agenda designated as "Consent," all items contained therein may be voted on with a single motion. Consent items are considered to be routine in nature, are typically non-controversial and do not deviate from past City Council direction or policy. Contracts and agreements that are valued at $1,000,000.00 and above will not be included in the Consent agenda. However, any City Council Member may withdraw an item from the consent agenda and it shall then be voted on individually.

F. General Business. Business items are items of a general nature that require City Council direction or pertain to City Council policy. The City Council shall provide an opportunity for the public to comment on each item considered under general business. Persons commenting shall limit their contribution to three (3) minutes. All comments shall be addressed to the ~~Mayor~~ City Council.

G. Public Comments on Non-Agenda Items. The public may provide comments to the City Council relative to matters not on the agenda for a meeting at an appropriate time during the course of each meeting. Following all comments from the public, there may be discussion by the City Council, but the City Council shall take no major policy action except to agenda the topic for a later date or by a unanimous vote of the City Council but may take action to address exigent matters or to ensure that matters are addressed in a timely manner.

H. City Council Comments. The purpose of City Council Comments is to promote the public discussion of City Business and to encourage the dissemination of information. The City Council shall not vote on a motion or take ~~no~~ any major policy action without an agenda item unless such is approved by the consent of the City Council but may take action to address exigent matters or to ensure that matters are addressed in a timely manner.

I. Departure from Order of Business. Any departure from the order of business set forth in the official agenda shall be made only by the Mayor or upon motion and consent of the majority of City Council members of the City Council present at the meeting.

J. Placing Items on Agenda. Matters may be placed on the agenda by the City Manager or by any member of the City Council. When a City Council Member wishes to place a matter on the agenda, the City Council Member shall raise the matter at a regular City Council meeting or workshop and seek the City Council's consent for inclusion of the matter on the next available regular agenda or, in exigent circumstances or circumstances clearly warranting immediate action, on the current agenda. A City Council Member may not unilaterally add a matter to an agenda without the majority of the City Council's prior approval.

K. Additions, Deletions, or Corrections to Agenda. Deletions or corrections to the agenda may be considered by the City Council. Non-agenda matters shall generally be confined to items that are informational only consistent with these Policies and Procedures.

L. Supplemental Agenda Items. Items not included on the agenda for a meeting should be considered by the City Council only in exigent circumstances or as otherwise stated in these Policies and Procedures, for issues that are time critical or cost sensitive to the City. If the "supplemental" agenda is approved, the City Manager shall modify and reprint the agenda table of contents for redistribution to all persons who receive the initial agendas if time permits. Furthermore, the City's Web site should be updated to reflect the new agenda as soon as practicable. For matters of extreme emergency, a special meeting of the City Council may be called by the Mayor or a majority of the City Council upon adequate notice being provided under Section 286.011, *Florida Statutes*.

M. Announcing Agenda Items. The Mayor shall announce each item on the agenda. The City Manager or City Attorney shall then present the item to the City Council.

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A. Special Meeting. A special meeting of the City Council may be called by the City Manager, the Mayor, or by a majority of the members of the City Council. Whenever a special meeting is called, the City Manager shall serve personal notice upon each member of the City Council stating the date, hour and place of the meeting and the purpose for which such meeting is called. At least twenty-four (24) hours must elapse between the time City Council receives notice and the time the meeting is held. However, if a determination to hold a special meeting is reflected upon the record of any regular City Council meeting, no additional notice is necessary. If after reasonable diligence, it was impossible to give notice to each City Council Member or it was impossible to let twenty-four (24) hours elapse

between the time the notice of the meeting and the time the meeting was held, such failure shall not affect the legality of the meeting if a quorum is in attendance.

B. Emergency Meeting. An emergency meeting of the City Council may be called by the City Manager or the Mayor whenever in his, her, or their opinion an emergency exists which requires immediate action by the City Council. Whenever such an emergency meeting is called, the City Manager shall serve personal notice upon each member of the City Council, stating the date, hour and place of the meeting and the purpose for which it is called At least twenty-four (24) hours shall elapse between the time the City Council receives notice of the meeting and the time the meeting is to be held. If because of the nature of the emergency it was impossible to give notice to each City Council Member or it was impossible to let twenty-four (24) hours elapse between the time the notice of the meeting and the time the meeting was held, such failure shall not affect the legality of the meeting if a quorum is in attendance.

C. Minutes: Open Meetings. The minutes of each special or emergency meeting shall show the manner and method by which notice of such special or emergency meeting was given to each member of the City Council or shall show a waiver of notice. (See paragraph D. below) Minutes thereof shall be kept by the City Manager. All special or emergency meetings shall be open to the public.

D. Notice. Reasonable public notice, sufficient to comply with the provision and intent of Section 286.011, *Florida Statutes*, must be given and in no event may be waived.

E. Litigation Meetings. The City Attorney may request litigation strategy meetings in accordance with the controlling provisions of State law.

VIII. Parliamentarian.

A. The City Attorney shall act as Parliamentarian and shall advise and assist the Mayor in matters of parliamentary law. Consistent with longstanding practice, the Parliamentarian shall follow simplified parliamentary procedures based on these rules and using Robert's Rules of Order Newly Revised as a guide, so long as such procedures and rules do not conflict with ordinances, statutes, or these Policies and Procedures.

B. Call to order any member of the City Council who violates any of these procedures and, advise on questions of order.

IX. Rules of Debate.

A. Decorum.

1. Every City Council Member desiring to speak should address the Mayor, and upon receiving recognition by the Mayor, shall confine discussion to the question under debate.

2. City Council Members shall refrain from: attacking a member's motives; speaking adversely on a prior motion not pending; speaking while the Mayor or other City Council Members are speaking; and disturbing the City Council.

3. A City Council Member, once recognized, should not be interrupted when speaking unless said Member is being called to order. The Member should then cease speaking until the question of order is determined, without

debate, by the Mayor. If in order, said member shall be at liberty to proceed.

B. A City Council Member shall be deemed to have yielded the floor when he or she has finished speaking. A Member may claim the floor only when recognized by the Mayor.

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3. The following motions are not debatable: to adjourn; to lay on the table; to take from the table; to call the question.

D. Motions to Amend. An amendment to a motion must be germane, that is, it must relate to the substance of the main motion. An amendment may not introduce an independent question, and an amendment may not serve as the equivalent of rejecting the original motion. A City Council Member may amend the main motion in either of the following ways:

1. Consent of the City Council Members. The Mayor, or another City Council Member through the Mayor, may ask for certain changes to be made to the main motion. If there are no objections from the maker of the motion, the motion shall stand as amended.

2. Formal Amendment. An amendment maybe presented formally by moving to amend the motion in some way. If it is in the form of a formal motion to amend, a second shall be required and discussion shall follow on the amendment. If an amendment passes, the main motion shall be the motion as amended. If it fails, the motion shall be the motion as it was before the amendment was presented.

X. Voting.

A. Votes and Voice Votes. The Mayor may, after a motion is made and seconded as to a matter, ask if there is objection to the motion and, if none is stated, all votes shall be recorded as affirmative “aye” votes on the matter; provided, however, if directed by the Mayor, votes shall be taken by roll call voice votes.

B. Results. At the conclusion of voting the City Clerk shall announce the results. Upon any roll call, there shall be no discussion by any City Council Member prior to voting, and each City Council Member shall vote either in the affirmative or negative on the matter in accordance with custom unless abstaining from a vote in accordance with the controlling provisions of law.

C. Voting. Every member who was in the City Council Chambers when the question was put must give his or her vote, unless the member has publicly stated that he or she is abstaining from voting due to a conflict of interest pursuant to Sections 112.3143 or 286.012, *Florida Statutes*. If any City Council Member declines to vote "aye" or "nay" by voice, his or her silence shall be counted as an "aye" vote.

D. Absent for Vote, Changing Vote. If a City Council Member is momentarily absent from a business meeting and misses a vote on a particular item or a City Council Member desire to change his or her vote on a matter, a vote may be recorded or a vote may be changed if such action occurs before the next item is called for consideration, or before a recess or adjournment of the business meeting occurs, whichever occurs first. After either such event, no vote of a City Council Member may be recorded or changed except with the consent of all the City Council Members who voted thereon. If an advertised public hearing has concluded no vote may be modified if not permitted by controlling State law. A City Council Member changing his or her vote on a matter or voting after an absence shall not be entitled to move for reconsideration of the vote as a voting City Council Member on the prevailing side of the matter.

E. City Council Reconsideration Of/Rescinding Action Previously Taken. A motion to reconsider enables the City Council to set aside a vote on a main motion taken at the same business meeting, or at the next business meeting as set forth herein. If a motion to reconsider is made and passed, the City Council may set aside the reconsidered vote and consider the matter anew as though no vote had been taken. Only a City Council Member who voted on the prevailing side of the matter may make a motion to reconsider. Motions to reconsider may only be made when no other matter is being considered or heard. A motion to reconsider merely determines whether or not to reconsider the matter to which the motion is directed. If successful, a motion on the main matter must be made and acted upon. The last opportunity to make a motion to reconsider is the business meeting after the action occurred for which reconsideration is proposed. If the motion relates to a matter heard at a public hearing which has concluded, and the motion is successful, all required advertisements and notices shall be implemented to notify affected persons and the public that the matter will be reheard.

F. Majority Vote; Super Majority Vote; Tie Vote. The passage of any motion, policy, ordinance or resolution requires a majority vote of a quorum of the City Council unless a controlling provision of law requires otherwise. In the case of a tie vote on any matter, the action shall be deemed not to have been approved; provided, however, that if an advertised public hearing results in a tie vote, all reasonable consideration shall be given to continuing the hearing if the tie results from an absence of a City Council Member and not recusal or a long term inability to attend.

G. Voting Conflict. A City Council Member shall not vote on a matter when the City Council Member has a voting conflict of interest as specified in Section 112.3143 or Section 286.011, *Florida Statutes*. A City Council Member abstaining from voting due to a conflict shall announce the conflict prior to discussion on the matter. Within fifteen (15) days following that City Council meeting, the City Council Member shall file with the Clerk a Form 8B "Memorandum of Voting Conflict" which describes the nature of the interest in the matter. Form 8B shall be received by the Clerk and incorporated into the meeting minutes as an exhibit.

H. Votes On City Council Appointees. When making appointments to City boards, committees, etc., the City Council shall attempt, insofar as practical, to reflect the diversity of the City. The City Manager shall design a form that shall be used to record City Council Member votes for appointees when motions are made relative to appointments unless the Mayor determines that a voice vote is appropriate.

I. **Votes at City Council Workshops**. No votes shall be taken at workshops. Direction to City Staff may be provided by consensus. However, a vote can be made in

dealing with an emergency situation in accordance with Section 286.0114(3)(a), *Florida Statutes*.

XI. Public Input: Addressing the City Council.

A. Public Input. The City Council recognizes the importance of protecting the right of the public to express their opinions on the operation of City government and encourage citizen participation in the local government process. The City Council also recognizes the necessity for conducting orderly and efficient meetings in order to complete City business in a timely manner. Public participation shall be encouraged in order that the public interest may be best served with regard to all matters. Also, it is acknowledged that quasi-judicial proceedings require special treatment in order for the City to comport with the requirements of controlling law and afford administrative due process to all parties. The Mayor shall seek guidance from the City Attorney as to quasi- judicial proceedings as may be necessary under the particular circumstances of the matter.

B. Non-Agenda Public Comments. The City Council shall provide a scheduled comment period for public comment on non-agenda items. This public comment period is denoted on the agenda as "Public Comments." The remarks of each speaker shall be limited to no more than three (3) minutes, unless the Mayor extends the time.

C. Public Input on a Matter Pending Before the City Council. Each person who addresses the City Council on an agenda item pending before the City Council shall limit his or her presentation to three (3) minutes. The Mayor has the discretion to either extend or reduce the time limits, based on the number of speakers. The Mayor shall evaluate the statements of persons stating that they are either legal counsel for or a representative of a group or association of persons or entities in terms of granting such persons additional time to present the views of the group.

D. Issues of Concern Expressed by the Public.

1. Members of the public may submit a “Public Inquiry Form” to the City Manager to provide him or her all necessary information relative to the matter of concern.

2. The matter expressed in the “Public Inquiry Form” will then be considered by the City Manager, or his/her designee, and the City Manager may choose to resolve the matter or to present the matter to the City Council.

3. In any event, the City Manager shall report to the City Council the filing of the “Public Inquiry Form” and any action that he or she may have taken.

4. This procedure shall not be used if "appeal" mechanisms already exist to address the matter set forth in the “Public Inquiry Form” and the filing of a “Public Inquiry Form” shall not constitute the filing of an appeal under any provision of any City code or ordinance.

E. Public Input at Workshops. Public input at City Council workshops can be on either agenda or non-agenda items. Such public input at City Council workshops shall be conducted in the same manner as in City Council business meetings.

F. Addressing the City Council.

1. When addressing the City Council, each individual in turn, shall step up to the speaker's lectern and shall give the following information in an audible tone of voice for the minutes:

   (a). name;
   (b). place of residence or business address;
   (c). if requested by the Mayor, the person may be required to state whether the person speaks for a group of persons or a third party, if the person represents an organization, whether the view expressed by the person represents an established policy or position approved by the organization, and whether the person is being compensated by the organization.

2. All remarks may be addressed to the entire City Council or individual City Council Members.

3. Speakers must make their comments concise and to the point and present any data or evidence they wish the City Council to consider. No person may speak more than once on the same subject unless specifically granted permission by the Mayor.

4. If a person or group intends to introduce written or illustrative materials to be considered by the City Council, such materials, once submitted, become part of the public record and will not be returned to the presenter. Also, if such materials are voluminous, a presenter should provide the materials as early as possible to the City Manager for review and analysis and inclusion, as appropriate, in agenda materials. The presentation of voluminous materials at a City Council meeting could result in continuation of the matter.

G. Decorum.

1. Order must be preserved. It is prohibited for a person, by speech or otherwise, to delay or interrupt the proceedings or the peace of the City Council or disturb any person having the floor. No person shall refuse to obey the orders of the Mayor or the City Council. Any person making irrelevant, impertinent, or slanderous remarks or who becomes boisterous while addressing the City Council shall not be considered orderly or decorous. Any person who becomes disorderly or who fails to confine remarks to the identified subject or business at hand shall be cautioned by the Mayor and given the opportunity to conclude remarks on the subject in a decorous manner and within the designated time limit. Any person failing to comply as cautioned shall be barred from making any additional comments during the meeting by the Mayor, unless permission to continue or again address the City Council is granted by the majority of the City Council Members present. Presentations at City Council meetings are to relate to matters on the agenda or matters that are suggested with regard to actions proposed to be taken by the City Council.

2. The use of presentations at City Council meetings for political campaign purposes is prohibited. People who attempt to use the public participation opportunity at City Council meetings for political campaign purposes shall be first cautioned to confine their comments to non-political campaign purposes and, failing to comport with such warning, shall relinquish their opportunity to make comments at the public participation time as enforced at the direction of the Mayor.

3. If the Mayor or the City Council declares an individual out of order, he or she will be given a warning and if the individual continues to act out of order will be requested to relinquish the podium. If the person does not do so, he or she may be subject to removal from the City Council Chambers or other meeting room and may be arrested by a law enforcement officer subject to Section 810.08(1), *Florida Statutes*.

4. Any person who becomes disruptive or interferes with the orderly business of the City Council may be removed, after warnings are given from the Presiding Officer and not heeded by the person, from the City Council Chambers or other meeting room for the remainder of the meeting.

XII. Adjournment.

No meeting shall be permitted to continue beyond 11:00 P.M. without the approval of a majority of the City Council. A new time limit must be established before taking a City Council vote to extend the meeting. In the event that a meeting has not been adjourned or continued by City Council vote prior to 11:00 P.M., the items not acted on are to be continued to 9:00 a.m. on the following day, unless State law requires hearing a matter at a different time, or unless the City Council determines, by a majority vote of City Council Members present, some other time certain.

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026

Department	FINANCE	**Amount**	
Division	FINANCE	**Org/Account #**	
Subject:	EMERGENCY AND SOLE SOURCE REPORT FOR MARCH 2026		
Presenter:	**Michael McGlothlin, MBA-PA, City Manager**		

Attachments:

1. Report

Background:

Attached is a list of all emergency and sole source purchases for the month of March 2026, in accordance with Sec. 2.25 of Chapter 2, Article 1 Division 3 of the Code of Ordinances of the City of Palm Coast (Procurement Policy).

Recommended Action:

FOR REPORTING ONLY - VIA CITY MANAGER COMMENTS

MARCH 2026
SOLE SOURCE PURCHASES

Entry Date	Req #	Total Amount	Vendor	Description	Department
3/3/2026	795	$12,310.00	COMMERCIAL ENERGY SPECIALISTS INC	P&T - SPLASH PAD CHEMS, UV LIGHTS, ETC.	PARKS MAINTENANCE/TRAILS
3/6/2026	POA20261014	$18,053.12	AIRGAS	Airgas for the WTP 3 LOX System project	UTILITY ENGINEERING
3/11/2026	1312	$14,424.00	KRUGER INC | VEOLIA WATER TECHNOLOGIES	Diskfilter Panels	UTILITY ADMINISTRATION
3/19/2026	1362	$5,169.18	MCNEILL SIGNS INC	Utility Dr Monument Sign Remodel Lettering	Economic Development
3/24/2026	519	$4,999.00	K & M MOWER REPAIR	Mower & Small Equipment Parts	FLEET MANAGEMENT

City of Palm Coast, Florida
Agenda Item

Agenda Date: April 21, 2026 **Agenda Item:** M.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**	

	May 5, 2026 Business Meeting (6 p.m.)	**PRESENTER**
Proclamation	Maternal Mental Health Awareness Weekend	Council
Proclamation	Public Service Week	Council
Presentation	Citizens Academy Graduation	Council
Resolution	ITMS Field Lighting	Gebo
Ordinance 2nd	Palm Coast Park MPD Amendment	Lens
Ordinance 2nd	Procurement Ordinance	Alves
Resolution	YMCA Agreement	Hirst
Resolution	Agreement with Palm Coast Baseball LLC	Hirst
Resolution	Work Order for Automatic Transfer Switch Replacement	Roche/Roussell
Resolution	Work Order for Rehabilitation and Pump Replacement	Roche/Roussell
	May 12, 2026 Workshop Meeting (9 a.m.)	**PRESENTER**
Presentation	Review Authority, Enforcement, and Procedures - Chapter 2 LDC	Papa/Duffy
Presentation	Tree Preservation, Buffers, and Enforcement - Chapter 11 LDC	Picatagi, Rodriguez, Mini
Resolution	Cultural Arts Facility Master Plan	Gebo
Presentation	Flagler County Housing Services	Paradowski, Byrer, Gonzalez
Presentation	Affordable Housing Study	Papa
Presentation	SAP Evaluation Workshop	Kershaw/Berryhill
Presentation	Pavement Management Program - FY26 Update	Kehoe/Gibson
Presentation	Stormwater Annual Update	Stevens/Morales
Presentation	Approving a Work Order for Borroughs Stormwater Park Study	Morales
Presentation	Proposed Charter Amendments	Duffy
	May 19, 2026 Business Meeting (9 a.m.)	**PRESENTER**
Proclamation	Water Safety Month	Council
Proclamation	National Public Works Week	Council
Resolution	Prosperity 2025 Adoption	McKinney/NEFRC
Resolution	Evaluation of SR 100 Community Development	McKinney/Zobler
Resolution	Flagler County Housing Services	Paradowski, Byrer, Gonzalez
Ordinance 1st	Charter Amendments	Duffy
Resolution	Approving a Work Order for Borroughs Stormwater Park Study	Morales
Resolution	Purchase of a Pontoon Excavator for Stormwater Maintenance	Stevens
Resolution	Surplus Lands	Smith
Resolution	ROW Purchase Agreement - DCI Belle Terre/SR 100	Smith
Resolution	Cultural Arts Facility Master Plan	Gebo
Resolution	MSA for Wastewater System Program Management & Engineering Services	Roche
	May 26, 2026 Optional Workshop (6 p.m.)	**PRESENTER**
	June 2, 2026 Business Meeting (6 p.m.)	**PRESENTER**
Resolution	City Hall Exterior Modifications	Gebo
Resolution	OKR North Phase 2 - Construction Contract, CEI Services, Project Contingency	Kehoe/Crawford
Ordinance 1st	West Parcel Annexation	Nguyen/Papa
Ordinance 1st	Western Parcel FLUM	Papa
Ordinance 1st	Western Parcel MPD	Papa
Ordinance 1st	Western Parcel Abandonment of the DRI	Papa
Resolution	SAP Adoption	McGlothlin
Ordinance 2nd	Charter Amendments	Duffy
	June 9, 2025 Workshop Meeting (9 a.m.)	**PRESENTER**
Presentation	File of Life Initiative	Commissioner Carney
Presentation	Overview of Property Taxes and TRIM	Financial Services
Presentation	Zoning Dimensional Standards - LDC Chapter 3	Lens, Hanson
Presentation	Conditions for Limited Specific Uses and Activities - LDC Chapter 4	Hanson, Gonzalez, Lens, Doak
Presentation	Glossary - LDC	Planning
	June 16, 2026 Business Meeting (9 a.m.)	**PRESENTER**
Resolution	Flagler Landings Technical Site Plan Tier 3	Hanson
Resolution	Flagler Landings Proportionate Share Agreement	Nguyen
Ordinance 1st	Magnolia Trace (OARE) MPD Amendment	Papa
Ordinance 1st	Lakeview Estates FLUM Amendment	Hanson
Ordinance 1st	Lakeview Estates MPD Amendment	Hanson
	June 23, 2026 Optional Workshop (6 p.m.)	**PRESENTER**

	July 7, 2026 Business Meeting (6 p.m.)	**PRESENTER**
Proclamation	Parks & Rec Month	Council
Ordinance 2nd	Lakeview Estates FLUM Amendment	Hanson
Ordinance 2nd	Lakeview Estates MPD Amendment	Hanson
	July 14, 2026 Workshop Meeting (9 a.m.)	**PRESENTER**
Presentation	Proposed General Fund, Facilities, IT Budget & TRIM Rate Discussion	Financial Services
Presentation	LDC Wrap Up	Nguyen
Presentation	Review of Code Enforcement Sections Related to Animal Control	Grossman
Resolution	Initial Nuisance Abatement	Grossman
	July 21, 2026 Business Meeting (9 a.m.)	**PRESENTER**
Resolution	Adopt Proposed Millage Rate (TRIM Rate)	Financial Services
Ordinance 2nd	Magnolia Trace (OARE) MPD Amendment	Papa
Ordinance 1st	Adoption of the LDC	Nguyen
Resolution	Initial Nuisance Abatement	Grossman
	July 28, 2026 Special Budget Workshop (1 p.m.)	**PRESENTER**
Presentation	Proposed Water and Wastewater Utility, Stormwater, Collection and Sanitation, IT Enterprise & Building Fund Operating Budgets	Financial Services
	August 4, 2026 Business Meeting (6 p.m.)	**PRESENTER**
Ordinance 2nd	West Parcel Annexation	Nguyen/Papa
Ordinance 2nd	Western Parcel FLUM	Papa
Ordinance 2nd	Western Parcel MPD	Papa
Ordinance 2nd	Western Parcel Abandonment of the DRI	Papa
Ordinance 2nd	Adoption of the LDC	Nguyen
	August 11, 2026 Workshop Meeting (9 a.m.)	**PRESENTER**
Presentation	5 Year Capital Improvement Plan and Fleet Proposed Budgets	Financial Services
	August 18, 2026 Business Meeting (9 a.m.) - TENTATIVELY CANCEL - PRIMARY ELECTION DAY	**PRESENTER**
	August 25, 2026 Optional Workshop (1 p.m.)	**PRESENTER**
Presentation	Final Proposed Budget for FY 2027 (All Funds)	Financial Services
	September 1, 2026 Business Meeting (6 p.m.)	**PRESENTER**
	September 8, 2026 Workshop (9 a.m.)	**PRESENTER**
	Cultural Art Grant Recommendation	Hirst/FC3
	September 9, 2026 Budget Hearing (5:15 p.m.)	**PRESENTER**
	September 15, 2026 Business Meeting (9 a.m.)	**PRESENTER**
Proclamation	Hispanic Heritage Month	Council
	September 22, 2026 Optional Workshop Meeting (6 p.m.)	**PRESENTER**
	September 23, 2026 Final Budget Hearing (5:15 p.m.)	**PRESENTER**
	October 6, 2026 Business Meeting (6 p.m.)	**PRESENTER**
	Cultural Art Grant Recommendation	Hirst
	October 13, 2026 Workshop Meeting (9 a.m.)	**PRESENTER**
	October 20, 2026 Business Meeting (9 a.m.)	**PRESENTER**
	October 27, 2026 Optional Workshop Meeting (6 p.m.)	**PRESENTER**

	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**
	November 24, 2026 Optional Workshop Meeting (6 p.m.)	**PRESENTER**
	December 1, 2026 Business Meeting (6 p.m.)	**PRESENTER**
	December 8, 2026 Workshop Meeting (9 a.m.)	**PRESENTER**
	December 15, 2026 Business Meeting (9 a.m.)	**PRESENTER**
	December 22, 2026 Optional Workshop Meeting (6 p.m.)	**PRESENTER**
	Future	**PRESENTER**
Resolution	Memorandum of Understanding - Co-location for PCFD and Flagler County 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	Belle Terre Park Master Plan Study	Gebo
Resolution	GPR 2 Pine Lakes Industrial Park	Hanson
Resolution	Red Mill Pointe - MPD	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	FY 26 Microsurfacing Contract	Kehoe/Gibson
Resolution	Soleta Lakes - Subdivision Master Plan	Lens
Resolution	Soleta Lakes - Land Exchange Agreement	Lens
Resolution	Cell Tower - Seminole Woods	Lens/Mobley
Resolution	City-Wide Real Time Flood Forecasting	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	Dry Lake Improvements (off-site improvements) - Design	Morales
Resolution	Structure Repairs	Morales
Resolution	W-1 Weir Replacement & Upgrade - Design	Morales
Resolution	Lehigh Canal Extension - Study	Morales
Resolution	Pipe Lining	Morales
Resolution	Interlocal Agreement TPO Urban Boundary Expansion	Nguyen
Resolution	Belle Terre Estates	Nguyen
Resolution	Joint Planning Agreement	Papa/Nguyen
Presentation	Alternative Water Sources	Roche
Resolution	Matanzas/Belle Terre Intersection (Right of Way)	Smith/Crawford
Resolution	Seminole Woods ICI	Smith/Nguyen
Resolution	Kensington Right of Way Agreement	Smith/Nguyen

Meeting Calendar for 5/5/2026 through 12/29/2026

5/5/2026
City Council Business Meeting
City Hall

5/12/2026
City Council Workshop
City Hall

5/19/2026
City Council Business Meeting
City Hall

6/2/2026
City Council Business Meeting
City Hall

6/9/2026
City Council Workshop
City Hall

6/16/2026
City Council Business Meeting
City Hall

7/7/2026
City Council Business Meeting
City Hall

7/14/2026
City Council Workshop
City Hall

Meeting Calendar for 5/5/2026 through 12/29/2026

7/21/2026
City Council Business Meeting
City Hall

7/28/2026
City Council Budget Workshop
City Hall

8/4/2026
City Council Business Meeting
City Hall

8/11/2026
City Council Workshop
City Hall

8/18/2026
City Council Business Meeting
City Hall

8/25/2026
City Council Workshop Meeting
City Hall

9/1/2026
City Council Business Meeting
City Hall

9/8/2026
City Council Workshop
City Hall

Meeting Calendar for 5/5/2026 through 12/29/2026

9/15/2026
City Council Business Meeting
City Hall

10/6/2026
City Council Business Meeting
City Hall

10/13/2026
City Council Workshop
City Hall

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

Meeting Calendar for 5/5/2026 through 12/29/2026

12/15/2026

City Council Business Meeting

City Hall