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, May 19, 2026	**9:00 AM**	**City Hall - Jon Netts Community Wing**

City Staff
Michael McGlothlin, City Manager
Marcus Duffy, City Attorney
Kaley Cook, City Clerk

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A. CALL TO ORDER

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

C. ROLL CALL

D. PROCLAMATIONS

1. PROCLAMATION - APRIL 2026 AS RECORDS AND INFORMATION MANAGEMENT MONTH

2. PROCLAMATION - MAY 2026 AS NATIONAL WATER SAFETY MONTH

3. PROCLAMATION - MAY 17-23, 2026, AS NATIONAL PUBLIC WORKS WEEK

E. PUBLIC PARTICIPATION

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F. APPROVAL OF MINUTES

1. APPROVE MINUTES OF THE CITY COUNCIL: MAY 4, 2026, SPECIAL WORKSHOP MAY 5, 2026, BUSINESS MEETING MAY 12, 2026, WORKSHOP MEETING

G. CONSENT

1. RESOLUTION 2026-XX APPROVING THE FACILITY USE AGREEMENT WITH PALM COAST BASEBALL, LLC

2. RESOLUTION 2026-XX APPROVING A RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT WITH JRB-PC, LLC

3. RESOLUTION 2026-XX APPROVING A DRAINAGE EASEMENT FROM FLAGLER COUNTY SCHOOL DISTRICT

4. RESOLUTION 2026-XX APPROVING A BUDGET AMENDMENT FOR THE 2025-2026 BUDGET RELATING TO THE APPROPRIATIONS OF FUNDS FOR THE FLEET MANAGEMENT FUND

5. RESOLUTION 2026-XX APPROVING PIGGYBACKING FLORIDA SHERIFF'S ASSOCIATION CONTRACT #FSA23-EQU21.1 WITH RING POWER FOR THE PURCHASE OF A PONTOON EXCAVATOR FOR STORMWATER OPERATIONS

6. RESOLUTION 2026-XX APPROVING ADDITIONAL CONTINGENCY FUNDS FOR THE PINE GROVE WATERWAY DREDGING PROJECT

7. RESOLUTION 2026-XX APPROVING A TDC CAPITAL PROJECT FUNDING PROGRAM AGREEMENT WITH FLAGLER COUNTY RELATED TO THE INDIAN TRAILS SPORTS COMPLEX FIELD LIGHTING

8. RESOLUTION 2026-XX APPROVING A WORK ORDER AND EXPENSES RELATED TO THE INDIAN TRAILS SPORTS COMPLEX FIELD LIGHTING #6-8

9. RESOLUTION 2026-XX APPROVING THE FISCAL SUSTAINABILITY PLAN FOR WASTEWATER TREATMENT FACILITY 2 EXPANSION

10. **RESOLUTION 2026-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS**

H. ORDINANCES FIRST READING

1. **ORDINANCE 2026-XX AMENDMENT TO THE CITY CHARTER**

I. ORDINANCES SECOND READ

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

J. RESOLUTIONS

1. **RESOLUTION 2026-XX APPROVING THE MUNICIPAL PROPERTY (A.K.A. PUBLIC LANDS) LIST**

K. PUBLIC COMMENTS

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

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

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

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

1. **REPORTING OF EMERGENCY AND SOLE SOURCE FOR APRIL 2026**

O. ADJOURNMENT

1. **AGENDA CALENDAR AND WORKSHEET**

City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026 **Agenda Item:** D.1

Department CITY ADMINISTRATION **Division**	**Amount** **Org/Account #**
Subject: PROCLAMATION - APRIL 2026 AS RECORDS AND INFORMATION MANAGEMENT MONTH	
Presenter: **Mayor and City Council**	
Attachments: 1. Proclamation	
Background: The Flagler County Clerk and Comptroller has requested that the City of Palm Coast proclaim April 2026 as Records and Information Management Month.	
Recommended Action: **PROCLAIM APRIL 2026 AS RECORDS AND INFORMATION MANAGEMENT MONTH**	

PROCLAMATION

WHEREAS, Records and Information Management Month is observed annually in April to recognize the importance of effective records management and information governance in supporting transparency, accountability, and public trust in government; and

WHEREAS, the Office of the Clerk of the Circuit Court & Comptroller in the State of Florida serves as the official recorder and custodian of public records, including real property documents that establish ownership rights and protect the integrity of land records; and

WHEREAS, accurate, secure, and accessible recordkeeping is essential to preserving property rights, maintaining public confidence, and ensuring the lawful transfer and documentation of real property throughout Florida communities; and

WHEREAS, property fraud, including fraudulent deeds and unauthorized transfers of ownership, continues to be a growing concern nationwide, placing homeowners and property owners at risk of financial loss and legal hardship; and

WHEREAS, Florida Clerks of Court & Comptrollers play a vital role in protecting property owners by implementing advanced technology safeguards, and offering property fraud alert services that notify citizens when documents are recorded in their name; and

WHEREAS, through education, outreach, and collaboration with law enforcement and community partners, Clerks & Comptrollers help raise public awareness about property fraud prevention and empower citizens to safeguard their most valuable assets; and

WHEREAS, the dedicated professionals responsible for records and information management within the Clerk & Comptroller's Office demonstrate ongoing commitment to accuracy, security, preservation, and accessibility of public records in service to the citizens of Flagler County.

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:

RECORDS AND INFORMATION MANAGEMENT MONTH

and commends the Clerk & Comptroller and their staff for their essential role in protecting public records, safeguarding property ownership, and preventing property fraud.

BE IT FURTHER PROCLAIMED that all residents are encouraged to take advantage of available property fraud alert services, remain vigilant in monitoring property records, and join in recognizing the important work performed by records and information management professionals.

SIGNED this 19th day of May 2026.

ATTEST: CITY OF PALM COAST, FLORIDA

_____ _____

Kaley Cook, City Clerk Michael Norris, Mayor

City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026 **Agenda Item:** D.2

Department **Division**	CITY ADMINISTRATION	**Amount** **Org/Account #**	
Subject:	PROCLAMATION - MAY 2026 AS NATIONAL WATER SAFETY MONTH		
Presenter:	**Mayor and City Council**		
Attachments: 1. Proclamation			
Background: The City of Palm Coast would like to proclaim May 2026 as National Water Safety Month.			
Recommended Action: **PROCLAIM MAY 2026 AS NATIONAL WATER SAFETY MONTH**			

PROCLAMATION

WHEREAS, the City of Palm Coast recognizes the vital role that swimming, and aquatics-related activities play in promoting physical health, mental well-being, and an enhanced quality of life for residents of all ages; and

WHEREAS, education and awareness surrounding water safety are essential in preventing drowning and reducing recreational water-related injuries; and

WHEREAS, the City of Palm Coast is committed to promoting water safety through swim lessons, community outreach programs, pool safety public service announcements, and events such as Pool Safety Day that help educate residents and visitors on safe aquatic practices; and

WHEREAS, the City of Palm Coast Parks and Recreation Department prioritizes safety by ensuring staff maintain First Aid, CPR, and AED certifications, with additional professional lifeguarding certifications for aquatic employees; and

WHEREAS, the City recognizes the importance of sharing water safety knowledge with families and individuals of all ages, including private pool owners, users of public swimming facilities, and those enjoying nearby waterways and beaches.

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

NATIONAL WATER SAFETY MONTH

SIGNED this 19th day of May 2026.

ATTEST:

_____
Kaley Cook, City Clerk

CITY OF PALM COAST, FLORIDA

_____
Michael Norris, Mayor

City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026 **Agenda Item:** D.3

Department **Division**	CITY ADMINISTRATION	**Amount** **Org/Account #**	
Subject:	PROCLAMATION - MAY 17-23, 2026, AS NATIONAL PUBLIC WORKS WEEK		
Presenter:	**Mayor and City Council**		
Attachments: 1. Proclamation			
Background: The City of Palm Coast would like to proclaim May 17-23, 2026, as National Public Works Week.			
Recommended Action: **PROCLAIM MAY 17-23, 2026, AS NATIONAL PUBLIC WORKS WEEK**			

PROCLAMATION

WHEREAS, the City of Palm Coast Public Works Department is committed to maintaining safe, reliable, and sustainable infrastructure that supports the health, safety, and quality of life of its residents; and

WHEREAS, Public Works professionals are responsible for the operation, maintenance, and improvement of essential services including streets and roadways, fleet services, facilities and public buildings, landscaping, mowing, rights-of-way maintenance, and solid waste operations; and

WHEREAS, these dedicated employees—operators, technicians, mechanics, maintenance crews, and support staff—work diligently behind the scenes each day to ensure reliable, efficient, and sustainable services for the community; and

WHEREAS, it is important for residents, civic leaders, and youth to recognize, celebrate and understand the essential contributions of public works professionals and to promote public understanding and appreciation of the services they provide; and

WHEREAS, the year 2026 marks the 66th annual National Public Works Week, sponsored by the American Public Works Association, celebrating the theme "Rooted in Service, Powered by Community," which highlights the dedication of public works professionals in strengthening communities across the nation.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and City Council of the City of Palm Coast that the week of May 17-23, 2026, be declared as:

NATIONAL PUBLIC WORKS WEEK

and encourage all residents to join in recognizing and celebrating the contributions of public works professionals who enhance the quality of life for our community.

SIGNED this 19th day of May 2026.

ATTEST: CITY OF PALM COAST, FLORIDA

_____ _____

Kaley Cook, City Clerk Michael Norris, Mayor

City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026 **Agenda Item:** F.1

Department CITY CLERK **Division** CITY CLERK	**Amount** **Org/Account #**

Subject: APPROVE MINUTES OF THE CITY COUNCIL: MAY 4, 2026, SPECIAL WORKSHOP MAY 5, 2026, BUSINESS MEETING MAY 12, 2026, WORKSHOP MEETING

Presenter: Kaley Cook, City Clerk

Attachments:

1. Minutes (3)

Background:

Recommended Action:
APPROVE MINUTES OF THE CITY COUNCIL

City of Palm Coast
Minutes

City Hall
160 Lake Avenue
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City Council Special Workshop
Strategic Action Plan

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

Monday, May 4, 2026	**9:00 AM**	**Southern Recreation Center**

Michael McGlothlin, City Manager
Marcus Duffy, City Attorney
Kaley Cook, City Clerk
City Staff

A. PRESENTATION

Mr. McGlothlin opened the meeting at 9:05 a.m. and presented a year in review.

Kyle Berryhill, Interim Deputy City Manager, led staff and Council through the strategic values alignment.

The meeting recessed at 10:21 a.m. and resumed at 10:45 a.m.

City staff and City Council completed a S.W.O.T. analysis.

The meeting recessed at 11:35 a.m. and resumed at 12:05 p.m.

Mr. McGlothlin shared the results of the S.W.O.T. analysis and City Council shared comments.

Mr. Berryhill asked Council to share tasks and priorities for the next 6 months.

City Council held discussion on the following topics: thanks to staff, importance of passing an excellent budget that addresses priorities at the least tax burden possible, infrastructure, westward expansion, economic development, grant funding, exploring land opportunities, keep utility infrastructure and MOC projects on schedule, maintaining local control on decisions, careful planning for growth, consolidation of efforts, support for a full rollback budget, completion of the Land Development Code, Westward Expansion MPD and compatibility, empowering commercial development in Town Center, and safety and security.

B. ADJOURNMENT

The meeting was adjourned at 12:47 p.m.

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

City of Palm Coast
Minutes

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City Council Business Meeting

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

Tuesday, May 5, 2026	**6:00 PM**	**City Hall - Jon Netts Community Wing**

City Staff
Michael McGlothlin, City Manager
Marcus Duffy, City Attorney
Kaley Cook, City Clerk

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A. PROCLAMATIONS - 5:30 P.M.

1. PROCLAMATION - MAY 3-9, 2026, AS PUBLIC SERVICE RECOGNITION WEEK

Mr. McGlothlin and City Council presented the proclamation to City staff members.

Kyle Berryhill, Interim Deputy City Manager, shared comments and thanks.

City Council shared comments and thanks to staff.

2. PROCLAMATION - MAY 4-10, 2026, AS MATERNAL MENTAL HEALTH WEEK

Mr. McGlothlin and City Council presented the proclamation to Maternal Matters Favored.

City Council shared thanks for the awareness and efforts on the topic.

3. PRESENTATION - PRESENT CERTIFICATES TO GRADUATING STUDENTS OF THE CITY OF PALM COAST'S CITIZENS ACADEMY CLASS

Ms. Kershaw shared a brief overview of the Citizens Academy.

Mr. McGlothlin and Mayor Norris presented the certificates to the citizens academy

graduates.

B. CALL TO ORDER THE CITY COUNCIL BUSINESS MEETING - 6 P.M.

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

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Eddie Lang, local realtor and resident, discussed affordable housing and the important role of the City Council and shared an invitation to an upcoming event.

Carla Amaral, Vice Chair of the Affordable Housing Advisory Committee, discussed a recent affordable housing report, affordability in Palm Coast, and asked Council to use incentives with intention.

Council Member Gambaro shared about the options that Council can consider over the next 6 months, encouraged Council to consider affordable housing, and replied to Mr. Lang that he will attend the Meet the Mayors event.

Council Member Sullivan discussed the long-term discussion of affordable housing, support for the groups, that this topic as a problem across the Country, and the need for concern amongst the public and private sector.

Vice Mayor Pontieri echoed the comments of Council Member Sullivan, discussed actions taken by the Council that were criticized, would like to see increased partnership by the private sector, and

did not believe in subsidized housing.

Council Member Miller asked for the Meet the Mayor event date.

Mayor Norris shared issues that he has seen and discussed impact fees.

F. APPROVAL OF MINUTES

1. APPROVE MINUTES OF THE CITY COUNCIL: APRIL 21, 2026, BUSINESS MEETING

Motion made to approve by Vice Mayor Pontieri and seconded by Council Member Gambaro. The motion was approved unanimously.

G. CONSENT

1. RESOLUTION 2026-XX APPROVING THE FACILITY USE AGREEMENT WITH PALM COAST BASEBALL, LLC

City Council resumed discussion on the item after adopting the consent agenda.

City Council held discussion on the following topics: the need for refinement, the need for questions to be answered in order to be comfortable moving forward, clarification of costs, the agreement as overly broad, remove the term policing, and to continue discussion with the Palm Coast Little League.

Motion made to table the resolution until the next business meeting, 5/19/2026, by Council Member Gambaro and seconded by Vice Mayor Pontieri.

Public comment:
Tony Amaral discussed the locations listed in the agreement and additional details of the agreement.

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

2. RESOLUTION 2026-61 APPROVING A WORK ORDER WITH MCKIM & CREED FOR THE WATER TREATMENT PLANT #2 AUTOMATIC TRANSFER SWITCH 1,2,3 REPLACEMENT

3. RESOLUTION 2026-62 APPROVING A WORK ORDER WITH CONNECT CONSULTING, INC., FOR THE EVALUATION, LIMITED REHABILITATION, AND PUMP REPLACEMENT OF WELL SW-28

4. RESOLUTION 2026-63 APPROVING PIGGYBACKING THE SOURCEWELL CONTRACT #080124 WITH FORD MOTOR COMPANY, WITH PURCHASES FACILITATED THROUGH GARY YEOMANS FORD, FOR THE PROCUREMENT OF OEM VEHICLE PARTS AND SUPPLIES ON AN AS-NEEDED BASIS

Mayor Norris highlighted the new agenda order as adopted recently by Council.

Vice Mayor Pontieri discussed item 1, the terms of the agreement, league start time, and concerns, with Attorney Duffy and James Hirst, Director of Parks & Recreation.

Council Member Miller discussed item 1 to ask about permitting costs and to ensure that the Palm Coast Little League is comfortable with the agreement.

Motion by Council Member Gambaro, seconded by Council Member Sullivan, to pull the item from the consent agenda. The motion passed unanimously.

Mayor Norris asked if scheduling conflicts have been addressed with another party. Mr. McGlothlin shared that a meeting offer is on the table.

City Council proceeded with the remainder of the consent agenda.

Vice Mayor Pontier discussed item 4 of the consent agenda to ask about pricing.

Mr. Mancill shared that staff will review prices and cost.

Public comment:
There were none.

Motion by Council Member Gambaro, seconded by Council Member Sullivan, to approve items 2, 3, and 4 of the consent agenda. The motion passed unanimously.

H. ORDINANCES SECOND READ

1. ORDINANCE 2026-04 REPEALING AND REPLACING CHAPTER 2, ARTICLE 1, DIVISION 3 OF THE CITY OF PALM COAST CODE OF ORDINANCES

Gwen Ragsdale, Budget & Procurement Manager, provided a brief overview of the item and the changes requested since first reading.

Mayor Norris highlighted that the item is intended to make things easier for department managers.

Motion by Council Member Gambaro, seconded by Council Member Sullivan, to approve items 2, 3, and 4 of the consent agenda.

Public Comment:
There were none.

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

I PUBLIC COMMENTS

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

Sam Royer shared his fight for first responders, lack of plan from the developer for affordable homes as discussed earlier in the meeting, asked what the plan was, and discussed trying to hold elected officials accountable.

Mayor Norris discussed equal opportunity housing laws.

Vice Mayor Pontieri replied to the comments of Mr. Royer.

Council Member Miller discussed tasks that should be administrative.

Mayor Norris discussed impact fees and lack of relief for impact fees.

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

Mayor Norris sought consensus to create, and enter into, a Memorandum of Understanding to allow the Palm Coast Historical Society and Flagler County Historical Society access to westward lands to review for historical sites that could come into concern.

Council Member Gambaro referred to an email from Mr. Zepp and asked if Raydient has addressed those items for Old Brick Road.

Mr. McGlothlin shared that not all items have been worked through.

Mayor Norris highlighted that he would like the understanding to include unfettered access.

Attorney Duffy clarified the direction to include both the Palm Coast Historical Society and Flagler County Historical Society.

City Council shared unanimous consent.

Attorney Duffy sought clarity on the agreement and access to land for historical surveying.

Council Member Sullivan highlighted the Council retreat the day prior to share that it was productive.

Council Member Gambaro shared that Mr. Royer has been involved in the Helper Act and encouraged residents to familiarize themselves with the cause.

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

There were none.

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

There were none.

M. ADJOURNMENT

The meeting was adjourned at 6:50 p.m.

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

City of Palm Coast
Minutes

City Hall
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City Council Workshop Meeting

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

Tuesday, May 12, 2026	**9:00 AM**	**City Hall - Jon Netts Community Wing**

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Michael McGlothlin, City Manager
Marcus Duffy, City Attorney
Kaley Cook, City Clerk

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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

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Mayor Norris provided the rules and procedures of public participation.

Public participation opened at 9:02 a.m.

Jeremy Davis spoke about infrastructure, development, the City's technical manual, accountability, long-term planning, and sustainable growth.

Elizabeth Esposito discussed a proposed concrete skate park, the connection to the YMCA and several concerns about how that will work, asked if there will be room for expansion, and thanked Council for the discussion.

Lisa Sweeters spoke about the proposed skate park, discussed the hours at the Port Orange skate park, that there is nothing for young people to do here, and that it would be nice to have something like that here.

Sam Royer discussed affordable housing, the E section expansion, and distributed his proposal for affordable housing to Council, which is attached to these minutes.

Judson O'Neill advocated for a concrete skate park, discussed possible YMCA involvement, that many would not use the park because of the YMCA, and sees a lot of areas that could be utilized for a skate park.

Jeani Duarte discussed the district 4 seat, westward expansion, state funding, and the City Charter.

Mayor Norris and City Attorney Duffy cautioned Ms. Duarte that public comment is for items not on the agenda.

Peter Johnson discussed the prior meeting, his research on the comprehensive land-use plan, environmental protection, certified local governments (CLG), and expressed support for Council on

this issue.

Preston Zepp mentioned that the audience could not hear, and discussed the westward expansion and a map of historic sites in the County.

Sandra Shank spoke to say that the audience could not hear. Mayor Norris asked for staff to address.

Todd Wheatman advocated for the skate park.

Public participation closed at 9:20 a.m.

Council Member Miller thanked Mr. Royer, expressed support for the CLG and ordinance, and discussed the YMCA and the skate park.

Vice Mayor Pontieri discussed the skate park, involvement of the YMCA, and asked for consensus for an ordinance on historical preservation.

Council gave unanimous consensus for the City Attorney to begin work on the ordinance.

Vice Mayor Pontieri continued with a response to Mr. Davis on infrastructure, and to Mr. Royer on his proposal.

Council Member Sullivan provided a response to the skate park, advised a location in the northern part of the County, and shared support for historical preservation.

Council Member Gambaro shared support for historical preservation and Mr. Royer's proposal.

Mayor Norris shared appreciation for the discussion of Port Orange and the skate park.

E. PRESENTATIONS

1. PRESENTATION - HOUSING NEEDS ASSESSMENT

Mayor Norris read the title into the record.

Phong Nguyen, Planning Manager, introduced the item, and Tara Howell, Senior Planner for JBPro presented the item to Council.

Topics presented included: definitions, project overview, housing development history, community profile, current housing stock, housing costs and market conditions, existing housing gap and projected need, housing barriers and opportunities, recommended housing strategies, financing mechanisms, implementation, and next steps.

Ms. Howell, Mr. Nguyen, and Jose Papa, Senior Planner, provided a response to Council questions.

Council continued discussion of the topic including ADUs, the aging community, incentives, infill lots, market forces, government funding, short-term rentals, impact fees, in-law suites, and multiple kitchens.

Public comment:

Jeani Duarte discussed aging residents being pushed out of their homes and incentives for downsizing.

Valerie Clymer, Chair of the Affordable Housing Advisory Committee, discussed affordability and the need to do something for the workforce.

Raymond Royer agreed with the prior speaker, and discussed affordability, inflation, market crashes, and salaries.

Todd Wheatman shared appreciation for the conversation, and discussed aging, incomes, affordability, and bringing in business.

Jeff Adams discussed factors up in the air, development, affordability, costs, and square footage.

Darlene Shelley discussed affordability in Palm Coast, utility bills, water quality, that affordable housing is all around us, and asked how much the presentation cost.

Carla Amaral discussed the market, housing coming online, costs, incentives provided by Council, and asked Council to tie this to affordability and workforce housing.

Sandra Shank thanked the members of the AHAC committee, asked how much the report cost, discussed the report, and that Council is hypocritical.

Jeremy Davis discussed density, affordability, and rising costs.

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

Mr. Nguyen responded that the cost of the report was less than $30,000.00.

Council provided direction for staff to look at policy suggestions for availability and affordability of housing for the aging community and if the numbers support it, for the disabled community, and to look at the LDC regarding in-law suites with a cooking unit.

Council Member Gambaro asked for consensus to accept strategies 1,2,5,7, and 8.

Council provided unanimous consensus.

Council further requested that staff come back with a chart of what strategies we have already done versus additional recommendations and highlight these in the LDC update.

2. PRESENTATION - DEVELOPMENT OPTIONS FOR DUPLEX ZONED LOTS

Mayor Norris read the title into the record.

Phong Nguyen, Planning Manager, introduced the item.

Council held discussion of the topic and requested that the item be presented without discussion of the pilot program.

Estelle Lens, Senior Planner, presented the item to Council.

Topics presented included: development options.

Ms. Lens, Mr. Nguyen, and Jacqueline Gonzalez, Site Development Coordinator I, provided a response to Council questions.

Council held discussion on the topic and gave consensus not to move forward with the pilot program.

Mayor Norris, Vice Mayor Pontieri, and Council Member Sullivan provided consensus not to move forward with the pilot program. Council Member Miller and Council Member Gambaro did not provide consensus.

Public comment:
Raymond Royer discussed his son's housing development in Texas, development beyond just homes, and affordability.

Darlene Shelley discussed mixed messages, changes in the E section, fairness to existing homeowners, and that elected officials should not sell out to developers and builders.

Jeani Duarte discussed compatibility and incompatible homes in her neighborhood.

Tony Amaral thanked Council for the conversation, asked if you don't like the idea, just tell him you don't like the idea, that this is not about compatibility, and appreciates that we are having a dialog.

Carla Amaral discussed their idea, density, affordable housing, and downsizing.

Council continued discussion of the topic.

3. PRESENTATION - FY27 HEALTH INSURANCE OPTIONS

Mayor Norris read the title into the record.

Renina Fuller, Director of Human Resources, Lisa Lynch, Human Resources Manager, and Brandon Savage, Senior Account Executive Brown & Brown, presented the item to Council.

Topics presented included: the HMO plan, proposed updates for employee health insurance, employee contributions, and My Health Onsite.

Ms. Fuller, Ms. Lynch, and Mr. Savage provided a response to Council questions.

Council provided consensus to add the HMO plan as a third option and close the PPO to new employees but allow currently enrolled members to continue on the PPO plan. Council also requested cost projections for My Health Onsite.

Public comment:
Jeani Duarte discussed staff benefits.

Council recessed at 12:20 p.m. and reconvened at 12:50 p.m.

4. PRESENTATION - STORMWATER ANNUAL UPDATE

Mayor Norris read the title into the record.

Lynn Stevens, Deputy Director of Stormwater and Engineering, and Carmelo Morales, Stormwater Engineer, presented the item to Council.

Topics presented included: Stormwater management fund and rate history, stormwater & engineering staff, stormwater service area and system, SAP objective #2, maintenance alternatives, swale summary, regrade vs. trenching, culvert cleanings, case management, pipe replacements, capital improvements, 2023 rate study update, 2019 master plan update, projects currently under construction, conclusions, and next steps.

Ms. Stevens and Mr. Morales provided a response to Council questions.

Mayor Norris asked Ms. Stevens to look into collapsed culverts on Perrotti Ln., and if the code enforcement process was followed.

Council provided unanimous consensus to approve the budget transfer and purchase of the excavator.

Public comment:
Jeani Duarte commended Stormwater, but does not like that chemicals are sprayed, would like to double the size of the Stormwater department, and do everything we can to support them.

Raymond Royer discussed his experiences, and believes we should increase the size of the stormwater department.

Darlene Shelley appreciates seeing the progress, discussed that clearcutting trees contributes to the flooding, warned of a rain event or hurricane, and flooding from impervious surfaces.

Jeremy Davis thanked staff and the field crews, shared appreciation for the transparency of the presentation, and discussed the condition of his property during the current storm event.

5. PRESENTATION - PAVEMENT MANAGEMENT PROGRAM FISCAL YEAR 2026 UPDATE

Mayor Norris read the title into the record.

Carl Cote, Director of Stormwater and Engineering, and Scott Kehoe, Traffic Engineer III presented the item to Council.

Topics presented included: City Council focus areas and priorities, pavement management history, lane miles by year and PCI, street maintenance revenue history, milling and resurfacing cost history, common global treatments used in Florida, micro-surfacing, COPC roadway network, Transmap, data collection, PCI ranges and life cycle curve, roadway

conditions, average network PCI comparison, findings and recommendations, 5-year pavement management plan, 5-year PCI projection, funding needed, status quo implications, implementation criteria, streets improvement fund, inflation, roadway impact: deferred maintenance, City work order requests, looking forward, and funding options for consideration.

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

Council Member Miller asked for consensus to ask staff to look at different funding options for discussion at a future workshop. Council gave unanimous consensus.

Public comment:
Jeani Duarte discussed previous Councils and road maintenance, the loop road, and the use of funds.

Council asked Mr. Cote for the full list of Transmap roads and PCIs.

Council gave unanimous consensus to move items 7 and 8 to the June 9 Workshop meeting.

6. PRESENTATION - SAP EVALUATION WORKSHOP

Mayor Norris introduced the item.

Kyle Berryhill, Interim Deputy City Manager, and Brittany Kershaw, Director of Communications & Marketing, presented the item to Council.

Topics presented included: timeline, SAP priorities update, next steps, and the Palm Coast Community Survey.

Council provided direction on the following sections:

<u>SAP 1: Keep as priority #1</u>
1.1 Keep
1.2 Keep
1.3 Move to operations
1.4 Keep
1.5 Move to operations

<u>SAP 2: Move all tactics to operations</u>

<u>SAP 3 Keep, move to priority #2</u>
3.1 Keep
3.2 Keep
3.3 Combine with 3.4, plan on the shelf/tools
3.5 Keep, more work to be done, request staff prepare a finalized plan and funding recommendations and return to Council for approval.

<u>SAP 4: Keep, move to priority #3</u>
4.1 Modify
4.2 Completed

4.3 Combine 4.3-4.5
4.6 Add language: engage with private sector
Add new tactics:
4.7 SRA 100
4.8 Downtown Urban Core

SAP 5: Keep, move to priority #4
5.2 to 5.6 Refine/focus tactics
Add new tactics to the appropriate priority:
Preserve the hard canopy
Refine the roles of Sports Alliance and PRAB

SAP 6: Keep
6.3 Completed
Add revised tactics
6.1 Palm Coast Mobile app
6.2 Smart City

SAP 7: Keep but lower priority
7.1 Completed
7.2 Keep
7.3 Keep
7.4 Keep, explore funding options
7.5 Completed
7.6 Completed
7.7 Keep, accelerate present plan

SAP 8: Keep
Add new tactic:
Explore mural

SAP 9: Keep
9.3 Modify

SAP 10: Move to operations
Add new tactic:
Look for efficiencies

SAP 11: Completed, remove

New priorities presented:
Fire service fee – keep
Hazmat response team – explore
Non-resident parking fees – remove
Dedicated grants function – keep

Council will adopt the SAP at the June 2 Business meeting.

Public comment:
Jeani Duarte asked how the fire department is funded and how the sheriff funds mental health services.

Tony Amaral shared praise for the project and the SAP workshop, and discussed 4.6 and 7.

Council provided a response to public comment.

7. PRESENTATION - PROPOSED AMENDMENTS TO CHAPTER 2 REVIEW AUTHORITY, ENFORCEMENT, AND PROCEDURES

Council provided unanimous consensus to move this item to the June 9 Workshop.

8. PRESENTATION - PROPOSED AMENDMENTS TO CHAPTER 11 TREE PROTECTION, LANDSCAPING, BUFFERS, AND IRRIGATION OF THE LAND DEVELOPMENT CODE

Council provided unanimous consensus to move this item to the June 9 Workshop.

9. ORDINANCE 2026-XX AMENDMENT TO THE CITY CHARTER

Mayor Norris read the title into the record.

City Attorney Marcus Duffy presented the item to Council.

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

Mr. Duffy and Ms. Kaiti Lenhart, Flagler County Supervisor of Elections, provided a response to Council questions.

Council provided consensus for Mr. Duffy to amend the draft ordinances and return to a business meeting in June for first reading.

Public comment:
Jeani Duarte discussed restoring the original charter, and the history of changes to the charter.

F. PUBLIC COMMENTS

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

Public comment:
Jeremy Davis discussed public participation, comments from prior meetings, and first amendment freedom of speech protection.

Jeani Duarte discussed changes to the charter and advised Council to read the packet she provided, which is attached to these minutes.

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

Vice Mayor Pontieri discussed upcoming Fallen Officers Memorial and Touch-a-Truck events.

Council Member Miller provided a sports update.

Council Member Gambaro mentioned their good discussion and that he enjoyed the dialog.

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

Mr. McGlothlin discussed the recent employee breakfast.

J. ADJOURNMENT

The meeting was adjourned at 5:37 p.m.

Respectfully submitted by: Alison Palmer
Deputy City Clerk

Samuel Royer
NMLS: 525750
(844) 725-8838 sam@saluteh omeloans.com

BUYDOWN SUMMARY

Your actual rate, payment and costs could be higher. Get an official Loan Estimate before choosing a loan.

Preparation Date: 05/12/2026 08:02 AM

Loan Amount	$332,500.00	Loan Term	30 Years	Monthly Payment	$1,966.86
Purchase Price	$350,000.00	No. of Payments per Year	12	Amortization Term	360
Note Rate	5.875%				

Rate & Payment Structure

Year	Interest Rate	Note Rate Payment	Buydown Payment	Monthly Savings	# of Payments	Annual Monthly Savings
Year 1	3.875%	$1,966.86	$1,563.54	$403.32	12	$4,839.84
Year 2	4.875%	$1,966.86	$1,759.62	$207.24	12	$2,486.88

Cost Buydown must be paid by Seller Concession

Total Buydown Cost	$7,326.72
Concession Required	2.09%

Qualifying Factors for First Responders / Teachers

1. First time home buyer
2. Serves in Flagler County, 1 year minimum (or relocating to Flagler with past experience)
   a. Law Enforcement
   b. Firefighting
   c. Veteran
   d. EMS / Paramedic
   e. Nurse
   f. Teacher (PreK - 12)
3. Income Limits:
   a. Single - 80 AMI - $69,440
   b. Married or kids - 140 AMI - $121,520
4. Grant (10% for down and closing)
   a. Forgivable 20% a year over 5 years
5. First time home buyer education required

EXAMPLE of Savings:

$300,000 build cost / $50,000 lot (which is low) = $350,000 acquisition cost

Non-Profit gives a 10% grant ($35,000 in this case) for down payment, closing to be paid

Builder gives 2% seller credit for buy-down for affordability

Payment would be:

Year 1: $2,196.73
Year 2: $2,392.81
Year 3-30: $2,600.05

Money needed from First Responder / Teacher = Zero dollars

Samuel Royer
NMLS: 525750, License Number: LO138977
(844) 725-8838 sam@salutehomeloans.com

INITIAL FEES WORKSHEET

Salute Homeowner

Your actual rate, payment and costs could be higher. Get an official Loan Estimate before choosing a loan.

Quote Number: 16298380

Preparation Date: 05/12/2026 8:27 AM EDT

Loan Purpose:	Purchase	Purchase Price:	$350,000.00	Loan Amount:	$332,500.00
Property Type:	Single Family (1-4 Units)	Occupancy:	Primary Residence	No. of Units:	1
Credit Score:	Estimated	ZIP / State:	32164 / Florida	Escrow:	None Waived
Product:	30 Year CONVENTIONAL Fixed	Rate / APR:	5.875% / 6.104%	Lock Period:	30 Days

Lender Fees — $9,359.53

0.312% of Loan Amount (Points)	$1,037.81
Originator Compensation (of total loan amount)	$0.00
Processing Fee	$995.00
Temporary Buydown Amount	$7,326.72

Third Party Fees — $4,438.20

Services You Cannot Shop For

Appraisal Fee	$750.00
Credit Report Fee	$395.00
Document Preparation Fee	$75.00
Flood Certificate Fee	$15.00
Flood Determination Fee	$8.00
MERS Registration Fee	$24.95
Tax Certification Fee	$25.00
Tax Service Fee	$81.00
Verification Of Employment Fee	$195.00

Services You Can Shop For

Title - Abstract or Title Search	$95.00
Title - Lender's Endorsement Fee	$248.75
Title - Lender's Title Insurance	$1,737.50
Title - Municipal Lien Search Fee	$120.00
Title - Owner's Title Insurance (Optional)	$112.50
Title - Recording Fee	$5.50
Title - Settlement or Closing Fee	$450.00
Title - Title Examination	$100.00

Taxes and Other Government Fees — $4,579.25

Recording Fees - Deed	$35.50
Recording Fees - Mortgage	$265.00
State Tax/Stamps - Deed	$2,450.00
State Tax/Stamps - Mortgage	$1,828.75
Additional Charges	$0.00

Prepaids and Initial Escrow Payment at Closing — $6,055.98

Prepaids

Hazard Insurance Premium (12 Months @ $175.00)	$2,100.00
Mortgage Insurance Premium (0 Months @ $58.19)	$0.00
Prepaid Interest (19 Days @ $54.2622)	$1,030.98
Property Taxes (3 Months @ $400.00)	$1,200.00
Supp Property Insurance Premium (0 Months @ $0.00)	$0.00

Initial Escrow Payment at Closing

Hazard Insurance Reserve (3 Months @ $175.00)	$525.00
Mortgage Insurance Reserve (0 Months @ $58.19)	$0.00
Property Taxes (3 Months @ $400.00)	$1,200.00
Supp Property Insurance Reserve (0 Months @ $0.00)	$0.00
Aggregate Adjustment	$0.00

Estimated Proposed Monthly Housing Expense

First Mortgage P&I	$1,966.86
Other Financing P&I	$0.00
Homeowner's Insurance	$175.00
Property Taxes	$400.00
Mortgage Insurance	$58.19

TOTAL APPROXIMATED MONTHLY PAYMENT	$2,600.05

Estimated Mortgage Proceeds:

Downpayment/Funds from Borrower	$17,500.00
Lender Fees	$9,359.53
Third Party Fees	$4,438.20
Taxes and Other Government Fees	$4,579.25
Prepaids and Initial Escrow	$6,055.98
Estimated Total Payoffs	$0.00
Funds Due from Borrower (A)	**$41,932.96**
Lender Credits	$0.00
Seller Credits	$0.00
Adjustments and Other Credits	$42,326.00
Total Credits Applied (B)	**$42,326.00**

ESTIMATED CASH TO BORROWER (A -B)	$393.04

This estimate is provided for illustrative and informational purposes only based on the initial basic loan scenario provided. This is not a loan approval or commitment to lend. Rates effective as of 05/11/2026 and are subject to change. Annual Percentage Rate (APR) is an estimate based on criteria provided. Until you lock your rate, APR and terms are subject to change or may not be available at commitment or closing.

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.

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

Charter Amendment 2024

Wednesday, September 10, 2025 9:13 PM

Attempt to remove safe guards

ONLY VOTERS WHO RESIDE WITHIN THE CITY LIMITS OF PALM COAST

City of Palm Coast Charter Amendment 1
CHARTER AMENDMENT TO UPDATE PROVISIONS RELATED TO CITY COUNCIL'S CONTRACTING AUTHORITY

Shall Article VI of the Charter be amended by removing provision (3)(e) related to fiscal Contracting Authority that limits the City s ability to enter into public private partnerships. have the ability to address growth by having future residents contribute to infrastructure costs. respond to emergencies and use available financial instruments including. but not limited to. bonds.

- ○ Yes
- ○ No

https://www.flaglerelections.gov/Portals/Flagler/pdfs/2024/2024-SB-General.pdf

No Charter Amendments in 2025, 2023, 2022, 2021,

2020 Sample Ballot:
https://www.flaglerelections.gov/Portals/Flagler/pdfs/2020-General-Sample-Ballot-Web.pdf

No Charter Amendments: 2019, 2017, 2016, 2015, 2014, 2013

2012 Sample Ballot:
https://www.flaglerelections.gov/Portals/Flagler/pdfs/2012-general-sb-web.pdf

No Charter Amendments: 2011

2010 COUNTY REF REMOVED

NOTICE TO THE VOTER

COUNTYWIDE REFERENDUM QUESTION NO. 1 AD VALOREM TAX FOR LOCAL ECONOMIC INVESTMENT INITIATIVE has been remov from the ballot. according to the Flagler County Board of County Commissioners Resolution No. 2010-51. adopted October 4. 2010

ANY VOTE CAST FOR APPROVAL OR REJECTION OF THIS PUBLIC MEASURE WILL NOT BE COUNTED.

The elections site only goes to 2010

1. If, for any reason other than recall ~~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:

(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 *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

Duties. In addition to the Mayor's regular duties, the Mayor shall: preside at meetings of the Council and be recognized as the head of City government for all ceremonial occasions. The Mayor shall have no administrative duties other than those necessary to accomplish these actions, or such other actions as may be authorized by the City Council, consistent with general or special law.

(5) *The Vice-Mayor: election and duties.*

(a) Election. There shall be a Vice-Mayor elected annually by the Council from among the Council members. Such election shall take place at the first meeting after the general election, or at the organizational meeting during years when there is no election.

(b) Duties. The Vice-Mayor shall have the same legislative powers and duties as any other Council member, except that the Vice-Mayor shall serve as Acting Mayor during the absence or disability of the Mayor, and during such period, shall have the same duties as provided for in Art. IV. In the absence of the Mayor and Vice-Mayor, the remaining Council members shall select a Council member to serve as Acting Mayor.

(6) *Compensation and expenses.*

Changed after 2018 Election with out Ballot →

(a) Compensation. The Council members and Mayor shall receive compensation as established by ordinance. Such compensation shall not take effect until the date of commencement of the terms of Council members elected at the next regularly scheduled election that follows the adoption of said ordinance by at least six months.

(b) Expenses. The Council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.

(7) *Vacancies; forfeiture of office; suspension; recall; filling of vacancies.*

(a) Vacancies. A vacancy in the office of the Mayor or of a Council seat shall occur upon any of the following: upon the death of the incumbent; removal from office as authorized by law; resignation; appointment to other public office which creates dual office holding; judicially determined incompetence; or forfeiture of office as herein described.

(b) Forfeiture of office. The Mayor or any other Council member shall forfeit his/her office upon determination by the Council, acting as a body, that he/she:

1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;
2. Is convicted of a felony, or enters a plea of guilty or *nolo contendere* to a crime punishable as a felony, even if adjudication of guilt has been withheld;
3. Is convicted of a first degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or *nolo contendere* thereto, even if adjudication of guilt has been withheld;
4. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or
5. Is absent from three consecutive regular Council meetings without being excused by the Council.

(c) Suspension from office. The Mayor or any other Council member shall be suspended from office by the Council acting as a body upon return of an indictment or issuance of an information charging the Council member or Mayor with any crime which is punishable as a felony or with any crime arising out of his/her official conduct or duties which is punishable as a misdemeanor. Pursuant thereto:

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.

(c) Transfer of appropriations. At any time during the fiscal year, the City Manager may transfer all or part of any unencumbered appropriation balance within a department, office, or agency of the City to other programs within the same department, office or agency. And, upon written request of the City Manager, the Council may transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another.

(d) Limitations: Effective date. No appropriation for debt service may be reduced or transferred, no appropriation may be reduced below any amount required by law to be appropriated, and no appropriation may be reduced by more than the amount of the unencumbered balance thereof. Other provisions of law to the contrary notwithstanding, the supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

(e) 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.

Council Seat contemplated →

(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) If no single candidate for an office receives a majority of the votes cast in the City primary election for that office, the two candidates for the office receiving the highest vote in the primary City election shall run again in the regular City election. Further:

1. In any primary election in which there is a tie for first place, the name of each such candidate shall be placed on the City's general election ballot.

2.

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)

Changes With No Ballot.

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 thereafter it may be reviewed~~ at a minimum, every 10 years thereafter.

(b) *Charter Review Committee.* ~~A~~ For any Charter review, a five-member Charter Review Committee shall be appointed. ~~Each district~~ The 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 ~~as to changes~~ to the City Council no later than ~~the sixty~~ the April 1 before ~~the~~ that next general election. The Palm Coast City Council shall hold a minimum

April 25, 2022

of two public hearings on ~~the~~any proposed changes by the City Council or the Charter Review Committee to the Charter prior to ~~placing~~determining ~~the~~whether ~~proposed~~to place any changes on the scheduled general election ballot.

(3) *Initiative and referendum.* At least 10 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to this Charter. [2] If the Council fails to adopt such ordinance or amendment so proposed, or to repeal such adopted ordinance, without any change in substance, then the Council shall place the proposed ordinance or amendment, or the repeal of the adopted ordinance, on the ballot at the next general election. This Procedure for such initiative or referendum shall be as established by ordinance.

(4) *Adjustments of districts; number, commission, report, support, procedure, failure to enact, effect of enactment.*

(a) *Number of districts.* There shall be four City Council districts as described in subsection (2) of Art. VIII. These boundaries shall remain in effect until the City Council determines, based upon each decennial census, that redistricting is appropriate to ensure that the requirements of Art. VIII are accomplished and adequately monitored or until a redistricting commission is appointed. All Council district boundaries shall be based upon population data derived from the most recent decennial census.

(b) *Districting commission.* By the first day of the month following official certification notification of the decennial census to the state, the City Council shall appoint five City electors, determined from the registration for the last statewide general election, who shall comprise the districting commission. Electors chosen shall not be employed by the City in any other capacity.

(c) *Commission report.* Within 120 days after appointment, or such earlier time as prescribed by the Council, the districting commission shall file with the official designated by the Council a report containing a recommended plan for adjustment of the council district boundaries to comply with the following specifications:

1. Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow the center lines of natural and manmade separations, such as canals, streets, etc., where possible.
2. The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.

The report shall include a map and description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the designated official, the report shall be treated as an ordinance introduced by a Council member.

(d) *Support.* It shall be the responsibility of the City Manager to provide staff assistance and technical data to the districting commission.

(e) *Procedure.* The procedure for the Council's consideration of the report shall be the same as for other ordinances, provided that any summary of the ordinance published pursuant to this Charter and general law must include both the map and a description of the recommended districts.

(f) *Failure to enact ordinance.* After receipt of the commission report, the Council shall adopt a redistricting ordinance at least 90 days before the next regular City election. If the Council fails to do so by such date, the report of the districting commission shall go into effect and have the effect of an ordinance.

(g) *Effect of enactment.*

1. The new council districts and boundaries, as of the date of enactment, shall supersede previous council districts and boundaries for all the purposes of the next regular City election, including qualifications.
2. The new council districts and boundaries shall supersede previous council districts and boundaries for all other purposes as of the date all Council members take office who were elected subsequent to the effective date of the new districts.
3. All district seats not up for election, but which as a result of the redistricting no longer have Council members who live within the district, shall be declared vacant for purposes of the next regularly scheduled election. Such election shall, in order to

Duties. The Vice-Mayor shall have the same legislative powers and duties as any other Council member, except that the Vice-Mayor shall serve as Acting Mayor during the absence or disability of the Mayor, and during such period, shall have the same duties as provided for in section 5(4). In the absence of the Mayor and Vice-Mayor, the remaining Council members shall select a Council member to serve as Acting Mayor.

(6) *Compensation and expenses.*

(a) Compensation. The Council members and Mayor shall receive compensation as established by ordinance. Such compensation shall not take effect until the date of commencement of the terms of Council members elected at the next regularly scheduled election that follows the adoption of said ordinance by at least six months.

(1) The Mayor of the City of Palm Coast, Florida shall receive the annual salary of $11,400.00.

(2) Reserved.

(3) Each member of the City Council of the City of Palm Coast, Florida not serving as Mayor, shall receive the annual salary of $9,600.00.

(b) Expenses. The Council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.

(7) *Vacancies; forfeiture of office; suspension; recall; filling of vacancies.*

(a) Vacancies. A vacancy in the office of the Mayor or of a Council seat shall occur upon any of the following: upon the death of the incumbent; removal from office as authorized by law; resignation; appointment to other public office which creates dual office holding; judicially determined incompetence; or forfeiture of office as herein described.

(b) Forfeiture of office. The Mayor or any other Council member shall forfeit his/her office upon determination by the Council, acting as a body, that he/she:

1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;
2. Is convicted of a felony, or enters a plea of guilty or *nolo contendere* to a crime punishable as a felony, even if adjudication of guilt has been withheld;
3. Is convicted of a first degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or *nolo contendere* thereto, even if adjudication of guilt has been withheld;
4. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or
5. Is absent from three consecutive regular Council meetings without being excused by the Council.

(c)

09/10/2018

April 19, 2022
15% raise

District 4 Seat 79 Days 43 Days 54 Days

Attachment to Minutes - Jeani Duarte #2

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.

Obstruction of Justice
Colusion To Defraud the Citizens of PC.

Westward Expansion
Vic Mayor / Developer
Gift 126 M
to developer

Wetlands Annex loop to Dever
/ Acct for $ / Returned / Scrap
False Pretense

Charter Amendment 2024

Wednesday, September 10, 2025 9:13 PM

Attempt to remove safe guards

ONLY VOTERS WHO RESIDE WITHIN THE CITY LIMITS OF PALM COAST

City of Palm Coast Charter Amendment 1
CHARTER AMENDMENT TO UPDATE PROVISIONS RELATED TO CITY COUNCIL'S CONTRACTING AUTHORITY

Shall Article VI of the Charter be amended by removing provision (3)(e) related to fiscal Contracting Authority that limits the City's ability to enter into public private partnerships, have the ability to address growth by having future residents contribute to infrastructure costs, respond to emergencies and use available financial instruments including, but not limited to, bonds.

- ○ Yes
- ○ No

https://www.flaglerelections.gov/Portals/Flagler/pdfs/2024/2024-SB-General.pdf

No Charter Amendments in 2025, 2023, 2022, 2021,

2020 Sample Ballot:
https://www.flaglerelections.gov/Portals/Flagler/pdfs/2020-General-Sample-Ballot-Web.pdf

No Charter Amendments: 2019, 2017, 2016, 2015, 2014, 2013

2012 Sample Ballot:
https://www.flaglerelections.gov/Portals/Flagler/pdfs/2012-general-sb-web.pdf

No Charter Amendments: 2011

2010 COUNTY REF REMOVED

NOTICE TO THE VOTER

COUNTYWIDE REFERENDUM QUESTION NO. 1 AD VALOREM TAX FOR LOCAL ECONOMIC INVESTMENT INITIATIVE has been remov from the ballot, according to the Flagler County Board of County Commissioners Resolution No. 2010-51, adopted October 4, 2010

ANY VOTE CAST FOR APPROVAL OR REJECTION OF THIS PUBLIC MEASURE WILL NOT BE COUNTED.

The elections site only goes to 2010

CITY OF PALM COAST GOVERNANCE & CHARTER TIMELINE

(2002–2026)

PHASE 1 —ORIGINAL STRUCTURE (PRE-2018)

- The Charter was structured in Sections (1–12).
- District boundaries were clearly defined through maps and land descriptions.
- Vacancies were resolved through mandatory elections.
- Compensation was defined within the Charter itself.

Result: A stable, voter-controlled governance system existed.

PHASE 2 — 2018 CHARTER AMENDMENTS

- On April 3, 2018, Ordinance 2018-9 approved Charter amendments.
- On **November 6, 2018**, three amendments were presented to voters.

Actual Ballot Language:

- **Amendment 1:** "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."
- **Amendment 2:** "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."
- **Amendment 3:** "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?"
- **The ballot language did not disclose a full structural rewrite of the Charter.**
- The Charter was later described as **"replaced in its entirety."**

Concern: Full structural replacement was not clearly disclosed to voters.

PHASE 3 — STRUCTURAL REWRITE (2019)

- On **January 24, 2019**, the Charter transitioned **from Sections to Articles.**
- The Charter was significantly **reduced in length**, from 66 to 14 pages.
- Original **Sections 1, 2, and 3 were removed entirely.**
- **Article I** (Municipal Powers) corresponds to **former Section 4.**

- Section 9 (land descriptions) was removed.
- Section 12 (transition schedule) was removed.
- Compensation $ language was removed from the Charter.
- Internal cross-references became misaligned.
- Referenced provisions (including Section 10) became missing or non-existent.

Result:

- Loss of structural clarity.
- District definitions no longer exist within the Charter text.
- The Charter is no longer self-contained or independently verifiable.

PHASE 4 — VACANCY LANGUAGE CHANGE (2022)

- On April 25, 2022, Mayor vacancy language was changed.
- Prior language required a special election within 30 days.
- Revised language states the Vice Mayor shall assume the office.
- Council vacancy language was also modified.
- Appointment authority extended to 90 days.
- Delay provisions were introduced.

Concern: A substantive governance change occurred without voter referendum.

PHASE 5 — INTERNAL CHARTER CONFLICT

- Article IV (7)(e) allows appointment and succession of vacancies.
- Article VII requires vacancies be returned to voters through election.
- Article VII (5)(a) refers back to Article IV (7)(e).
- This creates circular and incomplete legal guidance.
- The "FILLING OF VACANCY" language and "ELECTION" requirements cannot be reconciled.
- One permits extended appointment or succession.
- The other requires elections to return vacancies to voters.
- Both provisions cannot simultaneously be true without conflict.

Result:

- The Charter contains conflicting legal requirements.
- Election enforcement is not clearly defined.

PHASE 6 — DISTRICT 4 VACANCY (2024–2026)

- On **August 19, 2024, the District 4 seat became vacant.**
- The vacancy occurred prior to the November 5, 2024 election.
- **Approximately 79 days remained before the election.**
- The ballot submission deadline was September 6, 2024.
- On **September 17, 2024**, the Council interviewed approximately 10 applicants.
- **On October 1, 2024, the Council appointed a replacement (Gambaro).**
- **The seat was not placed on the November 2024 ballot.**
- **No special election was called.**
- **No voter participation occurred for the vacancy.**
- **Article IV (4)(a) grants the Mayor authority to declare an emergency situation.**
- **An extended appointed seat ("parasite seat") may disrupt lawful governance and voter representation.**

Court Case: 2025-CA-000269

- The Court ruled special elections were not required.
- Quo warranto was identified as the exclusive remedy.
- Plaintiff was denied standing.
- The ruling relied on a presented Charter.
- The Charter relied upon contained missing provisions and broken references.
- The ruling reflects reliance on incomplete Charter structure.
- As of **April, 2026, the appointed member remains seated.**

Key Issue:

- **The vacancy was never returned to voters.**
- **Appointment extended beyond temporary purpose.**
- **Election requirement was not fulfilled.**
- **Voter representation was bypassed.**

PHASE 7 — ATTEMPT TO REMOVE ELECTED MAYOR (2025)

- On **April 18, 2025, a Lawson Investigation Report** was issued.
- An external **investigation was commissioned.**
- The subject **involved allegations against the sitting Mayor.**
- Multiple city officials and staff were interviewed.

- The investigation referenced internal conduct issues.
- It provided options for Council action.

Concern:

- **Use of an external investigation affecting elected office.**
- **Financial cost to taxpayers.**
- **Potential influence on removal of a duly elected official.**

PHASE 8 — DISTRICT BOUNDARY STRUCTURE

- **Pre-2018,** district maps and land descriptions were defined.
- **Post-2019,** Article VIII provides only generalized language.
- **Article IX** still requires maps and descriptions. The Charter no longer provide them.

Concern: District representation cannot be independently verified.

PHASE 9 — CHARTER DEFICIENCIES

- **Section 10(2)(b) is referenced but not present.**
- **Article references do not align with original numbering.**
- **Cross-references are broken or circular.**
- **Provisions are missing** within the Charter text.
- **The Charter provided to the Review Committee is incomplete.**

Impact:

- **The Charter is structurally defective.**
- **It cannot be relied upon as a complete legal framework.**
- **Enforcement and interpretation are ambiguous.**

PHASE 10 — COMPENSATION CHANGES

- **2019,** Compensation language, Mayor $, Council $, **was removed** from the Charter.
- On **April 19, 2022**, approximately **151% Compensation increases** were approved with benefits for the Mayor and Council members.
- **During 2025–2026**, approximately **$120,000 increase was approved for the City Attorney** along with substantial Manager/Assistant/Deputy Manager pay.
- CPI-based adjustments were introduced **in proposed rewrite**.
- CPI allows automatic increases without voter approval.

Concern:

- No Charter-based limits exist.
- CPI is not a voter safeguard.
- Compensation is no longer tied to referendum authority.

PHASE 11 — CURRENT CONDITIONS (2026)

- Charter provisions conflict internally.
- Vacancy election requirements are not followed.
- District boundaries are not clearly defined.
- An appointed council seat remains without election.
- Municode version dated 03/13/2026 (Page 91) does not reflect actual officials.
- Official records do not align with actual seated officials.
- The Charter version provided to the Charter Review Committee is incomplete and contains missing provisions.
- City leadership directed reliance on a Charter version that is structurally deficient.

PHASE 12 — ACCELERATED CHARTER REVIEW

- A **Charter Review Committee** was accelerated for year 2026.
- This occurs approximately **two years before the expected 2028 cycle.**
- **The review is occurring while:**
  - **Two council seats are appointed.**
  - **One appointed seat remains extended beyond temporary purpose.**

Concern:

- Review is conducted outside normal schedule.
- Conducted under partially appointed governing body.
- Raises concerns regarding representation, timing, and validity.

PHASE 12A — 2024 BALLOT ATTEMPT — REMOVAL OF CHARTER SAFEGUARD

- In the **2024 General Election**, a Charter Amendment was placed on the ballot proposing **removal of Provision 3(e)**.
- **Provision 3(e) functions as a fiscal safeguard**, requiring voter approval for certain long-term financial obligations.

- The ballot language framed the change as expanding contracting authority, including public-private partnerships and financial instruments.
- The proposal would have removed a key v**oter protection mechanism over multi-year financial commitments.**
- The amendment **failed at the ballot**, and voters rejected the removal of this safeguard.

Concern:

- **An attempt was made to remove a core voter-approved financial protection without full transparency of its impact.**
- **The effort reflects continued pressure to bypass or weaken Charter-based voter oversight.**
- **This attempt to change the charter was done without the required charter review process.**
- **This attempt was made outside of the set 10 year review schedule.**

PHASE 12B — P3 GUIDELINE CONFLICT (NOVEMBER 2025)

- In November 2025, the City introduced **Public-Private Partnership (P3) Guidelines**.
- The guidelines enable structuring of projects and financing **outside traditional Charter safeguards.**
- P3 mechanisms allow segmentation and classification of obligations in ways that **may avoid triggers under Provision 3(e)**.
- **Long-term financial commitments may be undertaken through enterprise structures and phased agreements.**
- **These structures can functionally extend repayment obligations beyond Charter limits without voter referendum.**

Conflict:

- Charter §3(e) requires voter approval for certain long-term or high-value obligations.
- P3 Guidelines create a parallel framework that can **circumvent or dilute Charter-based voter protections**.

Concern:

- Administrative guidelines are being used in place of Charter authority.
- Financial obligations may be incurred without direct voter approval.
- This represents a structural conflict between Charter mandates and policy-level implementation.

PHASE 12C — 2026 UTILITY BOND APPROVAL (~$330 MILLION)

- In **January 2026**, the City approved approximately **$330,000,000 in utility bond financing**.
- The bond issuance was structured under **enterprise fund justification**.

- The obligation represents a **long-term financial commitment extending beyond standard Charter thresholds**.
- Repayment is tied to **utility rate structures and future revenue streams**.
- Utility rates had already been increased effective **April 1, 2025**, prior to bond issuance.

Conflict:

- **Charter §3(e) requires voter approval for certain long-term or high-value financial obligations.**
- **The bond structure was treated as exempt under enterprise fund classification.**
- **This creates a functional bypass of voter referendum requirements tied to financial commitments.**

Concern:

- **A substantial financial obligation was approved without direct voter approval.**
- **Ratepayers may bear long-term repayment obligations including interest.**
- **The structure aligns with P3-style mechanisms that segment or reclassify obligations.**
- **This reinforces a pattern of circumventing Charter-based fiscal safeguards.**

IMPACT SUMMARY

The City has transitioned from an election-driven Charter system to one containing:

- **Internal conflicts.**
- **Missing provisions.**
- **Altered governance mechanisms.**
- **A vacancy not returned to voters.**

Result: Significant governance, legal, and financial oversight concerns.

KEY FINDINGS

- **Election integrity risk exists due to failure to return vacancy to ballot.**
- **Governance risk exists due to conflicting Charter provisions.**
- **Financial oversight risk exists due to removal of compensation controls.**
- **Legal exposure exists under Florida law and constitutional provisions.**

CLOSING STATEMENT

The Charter has been altered and applied in a manner that reduces voter oversight. Internal conflicts and missing provisions persist. A vacancy remains unreturned to voters. These conditions raise substantial governance, legal, and financial concerns.

7/7

MAYOR VACANCY ISSUE

1. ORIGINAL CHARTER REQUIREMENT (PRE-CHANGE)

Exact Charter Language (Art. IV — Filling of Vacancies):

"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.**"

Legal Effect

- "shall assume" = temporary assumption of office
- "shall be called" = mandatory election
- "within 30 days" = fixed timing requirement

Result: Authority returns directly to the electorate.

2. ARTICLE VII (ELECTIONS) — CONFIRMING PROVISION

Exact Charter Language (Art. VII, Sec. 5(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.**"

Result: Independent and mandatory election requirement confirming voter control.

3. 2022 CHARTER LANGUAGE (APRIL 25, 2022)

Exact Observed Language (2022 Version):

"The Vice Mayor assumes the office of Mayor,"

Key Issue: The required language — "within 30 days following the occurrence of such vacancy, a Special Election shall be called" — is not clearly present or directly tied to the Mayor vacancy provision.

4. INTERNAL CHARTER CONFLICT

Article VII requires a mandatory special election within 30 days, while the 2022 vacancy language reflects assumption of office without a clear election requirement.

Result: Ambiguity where none previously existed.

5. EFFECT OF THE CHANGE

The revised language allows interpretation that the Vice Mayor may remain in office without an election and the vacancy may be treated as permanently filled rather than temporary.

This contradicts the original Charter structure.

6. BALLOT AMENDMENT REVIEW (2018)

Amendment 1 — cleanup and consistency; Amendment 2 — Charter Review Committee; Amendment 3 — council vacancy procedures only.

Finding: No amendment addressed Mayor vacancy procedures.

7. FINDING

The original Charter required a mandatory special election within 30 days of a Mayor vacancy. The April 25, 2022 Charter **reflects assumption of office** without a clearly stated election requirement. **No voter-approved ballot amendment authorizes this change.**

8. LEGAL SIGNIFICANCE

- Ultra vires Charter modification
- Displacement of voter authority
- Internal Charter inconsistency
- Conflict in enforceability between provisions

9. CONCLUSION

The City's Charter was materially altered to eliminate or obscure the mandatory special election requirement for a Mayor vacancy without voter approval, creating both an internal conflict and an unlawful transfer of electoral authority.

10. COUNTS

COUNT I — VIOLATION OF CHARTER SUPREMACY

The Charter is the controlling legal document of the municipality. Any material change to its substance without voter approval violates the governing authority of the Charter itself.

Authority:

- Art. VIII, § 2(b), Fla. Const.
- § 166.031, Fla. Stat.

- *City of Miami Beach v. Fleetwood Hotel, Inc.*, 261 So.2d 801 (Fla. 1972)

COUNT II — UNAUTHORIZED CHARTER AMENDMENT (ULTRA VIRES ACTION)

The removal or alteration of the mandatory special election requirement constitutes a substantive amendment made without referendum, exceeding lawful municipal authority.

Authority:

- § 166.031, Fla. Stat.
- *State ex rel. Landis v. Town of Jupiter*, 147 So. 484 (Fla. 1933)
- *City of Winter Springs v. State*, 776 So.2d 255 (Fla. 2001)

COUNT III — DISENFRANCHISEMENT OF ELECTORS

By eliminating the required special election, the electorate is deprived of its Charter-guaranteed right to select a Mayor following a vacancy.

Authority:

- Art. I, § 1, Fla. Const.
- Art. VI, Fla. Const.
- *Boardman v. Esteva*, 323 So.2d 259 (Fla. 1975)

COUNT IV — INTERNAL CHARTER CONFLICT

The inconsistency between Article IV (Vacancies) and Article VII (Elections) creates an irreconcilable conflict, rendering the Charter ambiguous and improperly applied.

Authority:

- *Forsythe v. Longboat Key Beach Erosion Control Dist.*, 604 So.2d 452 (Fla. 1992)
- *City of St. Petersburg v. Siebold*, 48 So.2d 291 (Fla. 1950)

COUNT V — VIOLATION OF MANDATORY ELECTION REQUIREMENTS

The use of "shall" in the original Charter language establishes a non-discretionary duty to call a special election within 30 days. Failure to preserve or enforce this requirement violates the Charter's mandatory provisions.

Authority:

- *S.R. v. State*, 346 So.2d 1018 (Fla. 1977)
- *Neal v. Bryant*, 149 So.2d 529 (Fla. 1962)

COUNT VI — IMPROPER TRANSFER OF POWER

The shift from a voter-determined replacement to internal succession improperly transfers authority from the electorate to an unelected or indirectly selected official.

Authority:

- Art. I, § 1, Fla. Const.
- Art. VIII, § 1(a), Fla. Const.

- *State ex rel. Holloway v. Sheats*, 83 So. 508 (Fla. 1919)

11. WHEREFORE (RELIEF REQUESTED)

WHEREFORE, I respectfully request an investigation and or the relief that would:

A. Declare that the City's Charter requires a mandatory special election within 30 days of a Mayor vacancy, as set forth in the unaltered versions of Article IV and Article VII;

B. Declare that any interpretation or application of the Charter allowing the Vice Mayor to remain in office without such election is invalid and unenforceable;

C. Issue a writ of mandamus compelling the City to comply with the unaltered Charter in the event of a Vacant Mayor seat in accordance with its mandatory provisions;

D. Enjoin the City from enforcing or relying upon any altered or incomplete Charter language that conflicts with any voter-approved provisions.

12. STATEMENT

The City's Charter was materially altered to eliminate or obscure the mandatory special election requirement for a Mayor vacancy without voter approval, resulting in ultra vires action, disenfranchisement of electors, and an unlawful transfer of electoral authority.

VERIFICATION

I, the undersigned Complainant , certify under penalty of perjury that the foregoing is true and correct to the best of our knowledge and belief.

Dated: _____

Jeani Duarte, Plaintiff 24 Cloverdale Ct. S. Palm Coast, Florida 32137

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ **day of** _____, 2026, by

Jeani Duarte, who is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

UNAUTHORIZED ALTERED CHARTER LANGUAGE AND EXPIRED APPOINTED COUNCIL, STILL OCCUPIES

1. ORIGINAL CHARTER REQUIREMENT (PRE 04/25/2022 Changes)

Exact Charter Language (Pre-Change — Sept. 14, 2021):

Filling of Vacancies.

"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."**

Legal Effect

- Appointment = temporary only
- "within 30 days" = fixed appointment deadline
- "shall last until the next regularly scheduled election" = required election trigger

Result: Authority returns directly to the electorate.

2. ELECTION REQUIREMENT — CONFIRMING PROVISION

Exact Charter Language (Art. VII — Elections, Sept. 14, 2021):

"(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."

Result: Independent and mandatory election requirement confirming voter control.

3. POST-CHANGE CHARTER LANGUAGE (APRIL 25, 2022)

Exact Charter Language (Post-Change — April 25, 2022):

"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."

Exact Charter Language (Art. VII — Elections, April 25, 2022):

"(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.

(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."

Key Changes:

- **"within 30 days" changed to "within 90 days"**
- **New phrase added: "or assuming the office of Mayor"**
- **New exception added: "If said vacancy occurs within six (6) months of the next regularly scheduled election, the remaining Council members may delay the appointment"**

Key Issues:

- **The April 25, 2022 language reflects substantive changes to the timing and conditions of appointment (30 days → 90 days; addition of delay provision);**
- **The Article VII language continues to mandate that the election "shall be held during the next regularly scheduled election";**
- **"All other special municipal elections" still apply to Council vacancies and must be conducted "in the same manner as regular elections," reinforcing that elections—not appointments—control the outcome;**
- **The Charter expressly states: "Such election shall be for the remaining 2 years of the original term," confirming that the vacancy must be resolved by election, not extended appointment;**
- **Despite these mandatory election provisions, the seat was not placed on the ballot;**
- **The combined reading of Articles IV and VII still requires election, not extended appointment;**
- **An appointment can never supersede or replace the electorate's opportunity to vote for their next council representative.**
- **The structure now creates potential for delayed or extended appointments inconsistent with the original Charter framework.**

4. CURRENT APPLICATION (2024–2026)

Observed Facts:

- Council Seat became vacant: **August 19, 2024**

- Approximately, **79 days before** the next regularly scheduled election.
- Appointment made: **October 1, 2024**
- General Election: **November 5, 2024**
- Seat was **NOT placed on the ballot**
- Appointed member **remains seated as of April 09 2026**
- **No election of any kind has been held** to replace the appointed member for this seat

Key Issues:

- **The vacancy occurred approximately 79 days prior to the next regularly scheduled election, placing it within an active election cycle;**
- **The Charter requires that such appointments last only until the next regularly scheduled election;**
- **Despite this, the seat was not placed on the November 5, 2024 ballot;**
- **The appointed member continues to serve well beyond the Charter-defined temporary period;**
- **No election has been conducted to return the seat to the electorate.**

5. INTERNAL CHARTER CONFLICT / MISAPPLICATION

The Charter requires:

- Temporary appointment; AND
- Placement on the next available ballot

However, application reflects:

- Continued appointment without election

Result: Direct conflict between Charter mandate and actual practice.

6. EFFECT OF THE CHANGE / MISAPPLICATION

The current structure allows:

- An appointed official to serve beyond temporary authority; and
- Avoidance of required voter election

This contradicts the Charter's voter-control framework.

7. BALLOT AMENDMENT REVIEW (2018)

Exact Ballot Language (Amendment 3 — Council Vacancy):

"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?"

Analysis:

- **The ballot language addresses ONLY the timing of appointment ("within 90 days") and a narrow timing exception ("unless the vacancy occurs within 6 months of the next regularly scheduled election");**
- **The ballot language does NOT include the added Charter phrase "or assuming the office of Mayor";**
- **The ballot language does NOT alter or remove Article VII's mandate that an election "shall be held during the next regularly scheduled election";**
- **The ballot language does NOT authorize delaying the election itself or extending service beyond the next regularly scheduled election;**
- **The ballot language does NOT authorize indefinite service by appointment.**

Finding: The 2018 ballot does not support or authorize the post-change language or any interpretation that permits avoiding the required election.

8. FINDING

The Charter requires temporary appointment followed by election at the next available election cycle.

The 2024–2026 application reflects continued service without election.

No voter-approved ballot amendment authorizes this deviation.

9. LEGAL SIGNIFICANCE

- **Ultra vires Charter violation**
  - § 166.031, Fla. Stat. (charter amendments require voter approval)
  - Art. VIII, § 2(b), Fla. Const. (home rule subject to charter)
- **Disenfranchisement of voters**
  - Art. I, § 1, Fla. Const. (all political power inherent in the people)
  - Art. VI, Fla. Const. (right to vote)
- **Failure to follow mandatory election procedures**
  - Charter Art. VII ("shall be held during the next regularly scheduled election")
  - § 100.101, Fla. Stat. (general election framework)
- **Improper extension of appointed authority**
  - Art. VIII, § 1(a), Fla. Const. (local government by elected officials)
- **Denial of elector franchise through non-placement on ballot**

- *Boardman v. Esteva*, 323 So.2d 259 (Fla. 1975)

- **Conflict between governing provisions (Art. IV vs Art. VII)**
  - *Forsythe v. Longboat Key Beach Erosion Control Dist.*, 604 So.2d 452 (Fla. 1992)

10. CONCLUSION

The City failed to place a Charter-required council vacancy on the ballot, allowing an appointed official to remain in office without voter approval, in direct conflict with the Charter.

11. COUNTS

COUNT I — VIOLATION OF CHARTER SUPREMACY

Authority:

- Art. VIII, § 2(b), Fla. Const.
- § 166.031, Fla. Stat.
- *City of Miami Beach v. Fleetwood Hotel, Inc.*

COUNT II — ULTRA VIRES ACTION

Authority:

- § 166.031, Fla. Stat.
- *State ex rel. Landis v. Town of Jupiter*

COUNT III — DISENFRANCHISEMENT OF ELECTORS

Authority:

- Art. I, § 1, Fla. Const.
- Art. VI, Fla. Const.
- *Boardman v. Esteva*

COUNT IV — FAILURE TO CONDUCT REQUIRED ELECTION

Authority:

- Charter Article VII (mandatory election requirements)
- *S.R. v. State*

COUNT V — IMPROPER EXTENSION OF APPOINTED OFFICE

Authority:

- Art. VIII, Fla. Const.

COUNT VI — IMPROPER TRANSFER OF POWER

Authority:

- Art. I, § 1, Fla. Const.
- *State ex rel. Holloway v. Sheats*

12. WHEREFORE (RELIEF REQUESTED)

WHEREFORE, I respectfully request:

A. Declaration that continued service of an appointed member without election is invalid;

B. Mandamus compelling compliance with Charter election requirements;

C. A public acknowledgment of the facts and findings set forth herein, including that the Charter-required election was not conducted and that such omission resulted in disenfranchisement of electors;

D. An order declaring null and void any votes cast or actions taken by the improperly seated appointed member during the period of unlawful service, to the extent permitted by law;

13. STATEMENT

The City failed to comply with its Charter by allowing an appointed council member to remain in office without the required election, resulting in disenfranchisement and unlawful retention of office.

VERIFICATION

I certify under penalty of perjury that the foregoing is true and correct.

Dated: _____

Jeani Duarte

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA COUNTY OF FLAGLER

Sworn before me this ___ day of _____, 2026.

Notary Public

Nov. 13, 2025

CODE OF ORDINANCES CITY OF PALM COAST, FLORIDA

Published in 2004 by Order of the City Council

Adopted: January 18, 2005

Effective: January 18, 2005

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CURRENT OFFICIALS

of the

CITY OF

PALM COAST, FLORIDA

David Alfin

Mayor

Ed Danko—District 1

John M. Fanelli III—District 2

Nick Klufas—District 3

Eddie Branquinho—District 4

City Council Members

Nov. 13, 2025

Denise Bevan

City Manager

Neysa Borkert

City Attorney

Virginia A. Smith, MMC, CP

City Clerk

PREFACE

This Code constitutes a complete codification of the general and permanent ordinances of the City of Palm Coast, Florida.

Source materials used in the preparation of the Code were the ordinances adopted by the city council. The source of each section is included in the history note appearing in parentheses at the end thereof. The absence of such a note indicates that the section is new and was adopted for the first time with the adoption of the Code. By use of the comparative tables appearing in the back of this Code, the reader can locate any section of any ordinance included herein.

The chapters of the Code have been conveniently arranged in alphabetical order, and the various sections within each chapter have been catchlined to facilitate usage. Notes which tie related sections of the Code together and which refer to relevant state law have been included. A table listing the state law citations and setting forth their location within the Code is included at the back of this Code.

Chapter and Section Numbering System

The chapter and section numbering system used in this Code is the same system used in many state and local government codes. Each section number consists of two parts separated by a dash. The figure before the dash refers to the chapter number, and the figure after the dash refers to the position of the section within the chapter. Thus, the second section of chapter 1 is numbered 1-2, and the first section of chapter 6 is 6-1. Under this system, each section is identified with its chapter, and at the same time new sections can be inserted in their proper place by using the decimal system for amendments. For example, if new material consisting of one section that would logically come between sections 6-1 and 6-2 is desired to be added, such new section would be numbered 6-1.5. New articles and new divisions may be included in the same way or, in the case of articles, may be placed at the end of the chapter embracing the subject, and, in the

Updated 03/13/2026

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P.O. Box 2235 Tallahassee, FL 32316

CURRENT OFFICIALS

of the

CITY OF

PALM COAST, FLORIDA

~~David~~Mike ~~Alfin~~Norris

Mayor

~~Ed~~Ty ~~Danko~~Miller—District 1

~~John~~Theresa ~~M.~~Carli ~~Fanelli III~~Pontieri—District 2

~~Nick~~David ~~Klufas~~Sullivan—District 3

~~Eddie~~Charles ~~Branquinho~~A. Gambaro, Jr.—District 4

City Council Members

Updated 03/13/2026

~~Denise~~Michael ~~Bevan~~McGlothlin

City Manager

~~Neysa~~Marcus ~~Borkert~~Duffy

City Attorney

~~Virginia~~Kaley ~~A. Smith~~Cook, ~~MMC, CP~~CMC

City Clerk

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Sec. 5 (7)(e)

(b) Expenses. The Council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.

(7) *Vacancies; forfeiture of office; suspension; recall; filling of vacancies.*

(a) Vacancies. A vacancy in the office of the Mayor or of a Council seat shall occur upon any of the following: upon the death of the incumbent; removal from office as authorized by law; resignation; appointment to other public office which creates dual office holding; judicially determined incompetence; or forfeiture of office as herein described.

(b) Forfeiture of office. The Mayor or any other Council member shall forfeit his/her office upon determination by the Council, acting as a body, that he/she:

1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;
2. Is convicted of a felony, or enters a plea of guilty or *nolo contendere* to a crime punishable as a felony, even if adjudication of guilt has been withheld;
3. Is convicted of a first degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or *nolo contendere* thereto, even if adjudication of guilt has been withheld;
4. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or
5. Is absent from three consecutive regular Council meetings without being excused by the Council.

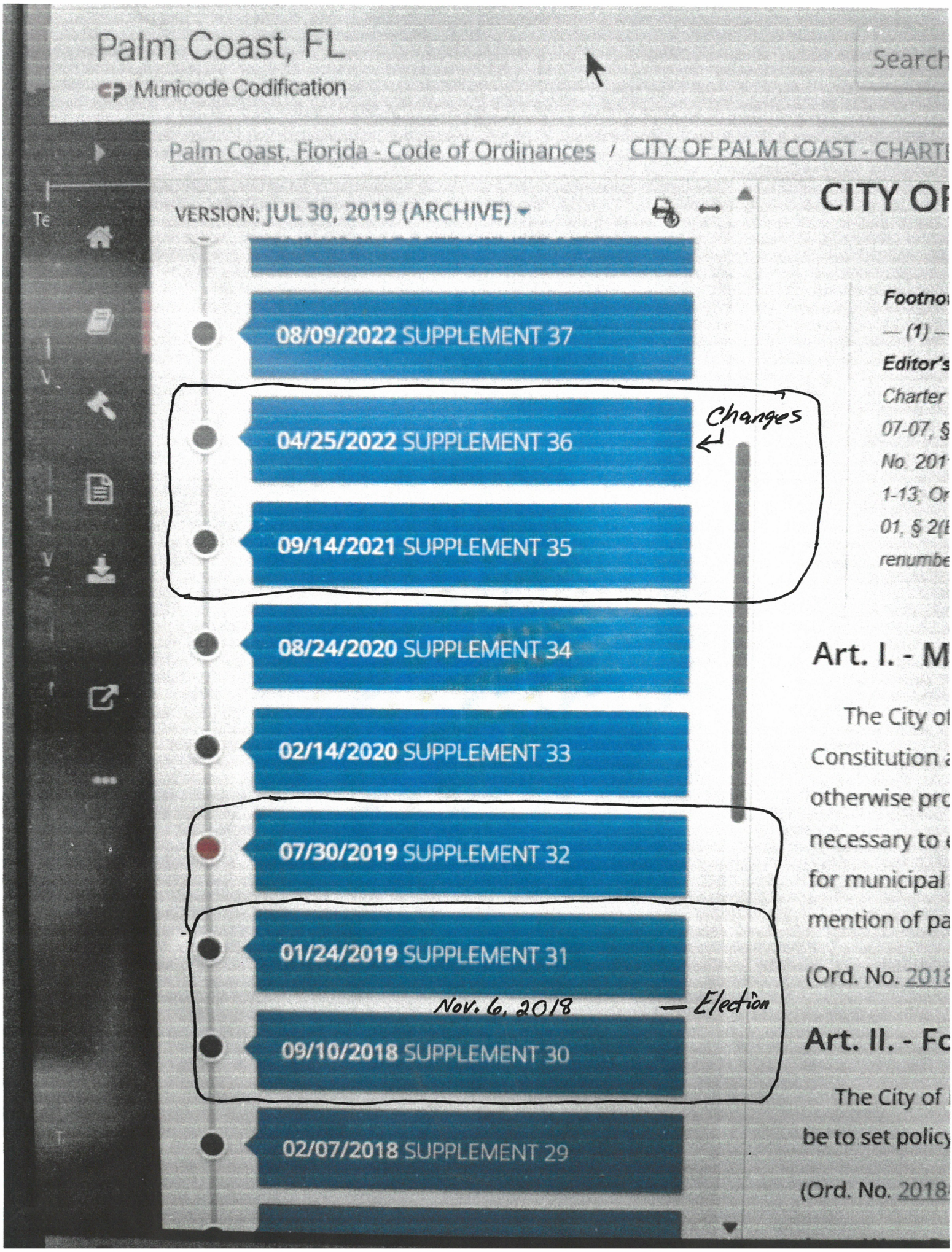
(c) Suspension from office. The Mayor or any other Council member shall be suspended from office by the Council acting as a body upon return of an indictment or issuance of an information charging the Council member or Mayor with any crime which is punishable as a felony or with any crime arising out of his/her official conduct or duties which is punishable as a misdemeanor. Pursuant thereto:

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 section 8(5)(b). 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.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VERSION: JUL 30, 2019 (ARCHIVE)
08/09/2022 SUPPLEMENT 37
04/25/2022 SUPPLEMENT 36
Changes
09/14/2021 SUPPLEMENT 35
08/24/2020 SUPPLEMENT 34
02/14/2020 SUPPLEMENT 33
07/30/2019 SUPPLEMENT 32
01/24/2019 SUPPLEMENT 31
Nov. 6, 2018 — Election
09/10/2018 SUPPLEMENT 30
02/07/2018 SUPPLEMENT 29
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   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 A COUNCIL SEAT MEMBER.

SUMMARY:

Shall the Charter be amended to provide that the vacancy in the office of the Mayor shall be filled by the Vice Mayor eliminating the requirement for a special election, and to provide 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 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 _____

COPY

~~City Charter Amendment 4:~~

~~TITLE:~~

~~CHARTER AMENDMENT TO REVISE THE CHARTER INITIATIVE AND REFERENDUM PROCESS TO COMPLY WITH STATE LAW.~~

~~SUMMARY:~~

~~Shall the Charter be amended to change the percentage of qualified electors required to initiate the referendum, initiative, and Charter amendment processes consistent with state law and to add a detailed process for the conduct of any such initiatives and referendums.~~

~~Shall the above-described Charter Amendment be adopted?~~

~~For _____~~

~~Against _____~~

~~City Charter Amendment 5:~~

~~TITLE:~~

~~CHARTER AMENDMENT TO INCREASE THE NUMBER OF COUNCIL MEMBERS FROM FIVE (5) TO SEVEN (7).~~

~~SUMMARY:~~

~~Shall the Charter be amended to increase the number of Council Members from five (5) to seven (7), to provide for the election of a Mayor and two (2) Council members at large, and to provide for four (4) Council districts, elected also at large, but with required District residence?~~

~~Shall the above-described Charter Amendment be adopted?~~

~~For _____~~

~~Against _____~~

Proposed City Charter Amendment 1:

~~TITLE:~~

~~CHARTER AMENDMENT TO UPDATE OUTDATED AND TO CLARIFY AMBIGUOUS CHARTER PROVISIONS.~~

~~SUMMARY:~~

~~Shall the Charter be amended to delete obsolete sections, to replace the current legal boundary description with a general boundary statement to establish Council salaries by resolution, and to revise requirements for consistency with state laws.~~

TITLE:

CHARTER AMENDMENTS TO UPDATE OUTDATED AND TO CLARIFY AMBIGOUS CHARTER PROVISIONS

SUMMARY:

Shall the Charter be amended (1) to ~~delete obsolete~~ sections, remove outdated portions of the Charter, (2) to replace the current legal boundary description with a general boundary statement, ~~to establish Council salaries by resolution~~, and (3) to revise requirements for consistency with state laws.

Shall the above-described Charter Amendment be adopted?

_____ For

_____ Against

SEE EXHIBIT "A"

2018

Proposed 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 90 days?

Proposed New Language:

(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. Such assumption shall last until the next regularly scheduled election at which time the office of the Mayor shall be declared open and an election held for the remaining two years of the original term or the regular four-year term depending on when such vacancy occurred.~~

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 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. 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.

2018

~~City Charter Amendment 4:~~

~~TITLE:~~

~~CHARTER AMENDMENT TO REVISE THE CHARTER INITIATIVE AND REFERENDUM PROCESS TO COMPLY WITH STATE LAW.~~

~~SUMMARY:~~

~~Shall the Charter be amended to change the percentage of qualified electors needed to initiate the referendum, initiative, and Charter amendment processes to comport with state law and to add a detailed process for the conduct of any such initiatives and referendums.~~

~~Proposed New Language:~~

~~*(3) Initiative and referendum.* At least 10 percent of the qualified electors of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to the Charter. If the Council fails to adopt such ordinance or Charter amendment so proposed, or to repeal such adopted ordinance, without any change in substance that the Council shall place the proposed ordinance or Charter amendment or the repeal of the adopted ordinance, on the ballot at the next general election. The procedure for such initiative or referendum shall be as established by ordinance.~~

~~Existing Charter Language:~~

~~*(3) Initiative and referendum.* At least 10 percent of the qualified electors of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to the Charter. If the Council fails to adopt such ordinance or amendment so proposed, or to repeal such adopted ordinance, without any change in substance that the Council shall place the proposed ordinance or amendment or the repeal of the adopted ordinance on the ballot at the next general election.~~

2018

~~Proposed City Charter Amendment 5~~

~~TITLE:~~

~~CHARTER AMENDMENT TO INCREASE THE NUMBER OF COUNCIL MEMBERS FROM FIVE (5) TO SEVEN (7).~~

~~SUMMARY:~~

~~Shall the Charter be amended to increase the number of Council Members from five (5) to seven (7) to provide for the election of a Mayor and two (2) Council members at large, and to provide for four (4) Council districts, elected at large, but with required District residency.~~

~~Proposed New Language:~~

~~Section 5. City Council.~~

~~(1) City Council; composition; qualifications for office.~~

~~(a) Composition.~~

~~1. There shall be a seven member City Council consisting of six Council members and a Mayor.~~

~~2. There shall be four districts within the City, the boundaries of which are as outlined in section 9(2). These districts shall be designated as District One, District Two, District Three and District Four. Candidates for these four District seats shall run from the district in which they live, but be elected at large; and, such Council members elected from each district shall be considered to hold Seat One, Seat Two, Seat Three, and Seat Four. The remaining two Council Members Seats Five and Six, shall be also elected at large and shall live within the City boundaries.~~

~~3. The Mayor shall live within the City boundaries. The Mayor shall run at large, and be elected at large.~~

~~Further language will need to be added for transition from four to six Council seats (including 5(b), Qualifications for office; §10(4), Adjustments of Districts and also be re-directed to, Section 10, Charter Review) to clarify this increase in Council seats.~~

~~Existing Charter Language~~

~~Sec. 5. City Council.~~

~~(1) City Council; composition; qualifications for office.~~

~~(a) Composition.~~

2018

Charter Amendments 2018

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

Jan. 24, 2019 (Archive)

CITY OF PALM COAST - CHARTER[1]

Art. I. - Municipal powers.

new

The City of Palm Coast, hereinafter "City," shall be a body corporate and politic and shall have all the powers of a municipality under the Constitution and laws of the State of Florida, as fully and completely as though such powers were specifically enumerated in this Charter, unless otherwise prohibited by or contrary to the provisions of this Charter. The City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes unless expressly prohibited by law. The powers of the City shall be liberally construed in favor of the City, and specific mention of particular powers in this Charter shall not be construed as limiting in any way the general power granted in this Article.

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

Art. II. - Form of government.

new

The City of Palm Coast shall operate under a Council-Manager form of government. The general duties of the Council (described in Art. IV) shall be to set policy; the general duties of the Manager (described in Art. V) shall be to carry out those policies.

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

Art. III. - Corporate limits.

new

The corporate limits of the City shall consist of the boundaries in the initial Charter of Palm Coast filed December 31, 1999, in the Secretary of State's office, State of Florida, and, in addition thereto, all lands annexed by the City of Palm Coast, Florida, subsequent to December 31, 1999 and prior to the effective date of this Charter. All Ordinances of annexation of the City of Palm Coast heretofore adopted and as may be adopted subsequent to the effective date of this Charter are hereby incorporated herein and the lands described in such Ordinances, together with the boundaries of the City as previously described, are hereby extended to the corporate limits of the City of Palm Coast, Florida.

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

Art. IV. - City council.

new

(1) City Council: composition; qualifications for office.

(a) Composition.

1. There shall be a five member City Council consisting of four District members and a Mayor.
2. There shall be four districts within the City, the boundaries of which are as outlined in Article VIII. These districts shall be designated as District One, District Two, District Three, and District Four. Each of the four Council members shall run from the district in which they live, but be elected at-large; and, the Council members elected from each district shall be considered to hold Seat One, Seat Two, Seat Three, and Seat Four.
3. The Mayor shall live within the City boundaries. The Mayor shall run at-large, and be elected at-large.

(b) Qualifications for office:

1. Each candidate for office shall be a qualified elector of the City.
2. Each individual seeking to qualify as a candidate for one of the four seats on the Council shall:
   a. Submit a petition supporting his/her candidacy to the City Clerk containing the signatures of at least one percent of the electorate residing within the district (as identified in the most recent decennial census) which he/she seeks to run no later than noon on the 28th day preceding the first day of the qualifying period for the office sought or, Pay to the City Clerk a qualifying fee of ten percent of the salary of the office he/she seeks to run for.
   b. At the time of qualification, each candidate for a Seat on the Council shall reside within the boundaries of the district that he/she seeks to run from. For the length of their term, Council members shall maintain residency within the boundaries of the district from which he/she ran. In addition, candidates, and Council members, shall reside at least 45 weeks in each year in the district in which they live.
3. Each individual seeking to qualify as a candidate for Mayor shall:
   a. Submit a petition supporting his/her candidacy to the City Clerk containing the signatures of at least one percent of the electors residing within City limits (as identified in the most recent decennial census) no later than noon on the 28th day preceding the first day of the qualifying period for the office sought; or, pay to the City Clerk a qualifying fee of ten percent of the Mayoral salary.
   b. At the time of qualification, each candidate for Mayor shall reside within the City limits. For the length of the Mayor's, the Mayor shall maintain residency within the City limits. In addition, Mayoral candidates, and the elected Mayor, shall reside at least 45 weeks in each year within the City limits.

(2) *Terms of office.*

(a) The term of office for each District Member shall be four years.

(b) No Council member or Mayor may serve more than two successive four-year terms in the same seat.

(c) Each Council member shall remain in office until his/her successor is elected and assumes the duties of the position at the first meeting of the new Council, which shall be held in accordance with City ordinance.

(3) *Powers and duties of Council.* Except as otherwise prescribed herein or provided by law, legislative and police powers of the City shall be vested in the Council. The Council shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the City by law.

(4) *Powers and duties of the Mayor.*

(a) Powers. In addition to the regular powers invested in any other Council member, the Mayor shall: be recognized by the governor for purposes of military law; have the power to declare an emergency situation; have the power for service of process, and execution of contracts, deeds and other documents; have the power to represent the City in all agreements with other governmental entities or certifications to other governmental entities that the Council has approved.

(b) Duties. In addition to the Mayor's regular duties, the Mayor shall: preside at meetings of the Council and be recognized as the head of City government for all ceremonial occasions. The Mayor shall have no administrative duties other than those necessary to accomplish these actions, or such other actions as may be authorized by the City Council, consistent with general or special law.

(5) *The Vice-Mayor: election and duties.*

(a) Election. There shall be a Vice-Mayor elected annually by the Council from among the Council members. Such election shall take place at the first meeting after the general election, or at the organizational meeting during years when there is no election.

(b) Duties. The Vice-Mayor shall have the same legislative powers and duties as any other Council member, except that the Vice-Mayor shall serve as Acting Mayor during the absence or disability of the Mayor, and during such period, shall have the same duties as

provided for in Art. IV. In the absence of the Mayor and Vice-Mayor, the remaining Council members shall select a Council member to serve as Acting Mayor.

(6) *Compensation and expenses.*

(a) Compensation. The Council members and Mayor shall receive compensation as established by ordinance. Such compensation shall not take effect until the date of commencement of the terms of Council members elected at the next regularly scheduled election that follows the adoption of said ordinance by at least six months.

(b) Expenses. The Council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.

(7) *Vacancies; forfeiture of office; suspension; recall; filling of vacancies.*

(a) Vacancies. A vacancy in the office of the Mayor or of a Council seat shall occur upon any of the following: upon the death of the incumbent; removal from office as authorized by law; resignation; appointment to other public office which creates dual office holding; judicially determined incompetence; or forfeiture of office as herein described.

(b) Forfeiture of office. The Mayor or any other Council member shall forfeit his/her office upon determination by the Council, acting as a body, that he/she:

1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;
2. Is convicted of a felony, or enters a plea of guilty or *nolo contendere* to a crime punishable as a felony, even if adjudication of guilt has been withheld;
3. Is convicted of a first degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or *nolo contendere* thereto, even if adjudication of guilt has been withheld;
4. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or
5. Is absent from three consecutive regular Council meetings without being excused by the Council.

(c) Suspension from office. The Mayor or any other Council member shall be suspended from office by the Council acting as a body upon return of an indictment or issuance of an information charging the Council member or Mayor with any crime which is punishable as a felony or with any crime arising out of his/her official conduct or duties which is punishable as a misdemeanor. Pursuant thereto:

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) 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 *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 the City Manager or City Attorney. Such action shall be malfeasance within the meaning of Florida Statutes.

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

~~Art. V. - Charter officers.~~

new

The designated Charter Officers shall be the City Manager and the City Attorney.

(1) Designated Charter Officers: appointment; removal; compensation; filling of vacancies; candidate for City office.

(a) Appointment. The Charter Officers shall be appointed by a majority vote of the full Council and shall serve at the pleasure of the Council.

(b) Removal. The Charter Officers shall be removed from office only by a majority vote of the full Council. If the vote is less than unanimous, the Charter Officer may, within seven days of the dismissal motion by the Council, submit to the Mayor a written

request for reconsideration. Any action taken by the Council at the reconsideration hearing shall be final.

(c) Compensation. The compensation of the Charter Officers shall be fixed by the City Council.

(d) Filling of Vacancy. The City Council shall begin the process to fill a vacancy in the Charter Office of the City Manager or City Attorney within 90 days of the vacancy. An Acting City Manager or Acting City Attorney may be appointed by the Council during a vacancy in office.

(e) Candidate for City Office. No Charter Officer shall be a candidate for any elected office while holding his/her Charter Office position.

(2) City Manager: qualifications; residency; powers and duties. The City Manager shall be the chief Administrative Officer of the City.

(a) Qualifications. The City Manager shall be selected on the basis of experience, expertise, and management ability as it pertains to running municipal government.

(b) Residency. Although the City Manager need not be a resident of the City at the time of appointment, within six (6) months of such appointment, he/she shall establish and maintain residency within the corporate limits of the City. Upon request of the City Manager, this 6-month period may be extended by the City Council for an additional 6-month period.

(c) Power and Duties. The City Manager shall:

1. Attend all meetings of the City Council.
2. Draw and sign vouchers upon depositories, and keep, or cause to be kept, a true and accurate account of same. Such vouchers shall be counter signed by the Mayor or by the Vice-Mayor in the event the office of Mayor is vacant. If both the Mayor and Vice Mayor offices are vacant, the Acting Mayor shall countersign such vouchers.
3. Be responsible for: signature and issuance of all licenses issued by the City; issuance of receipts for all moneys paid to the City; and deposit of said moneys in the proper depositories on the first banking day after receipt.
4. Provide administrative services as required by the Mayor and the Council.
5. Appoint a City Clerk to serve at his/her pleasure.
6. Appoint and suspend or remove any employee of the City. The City Manager may authorize any administrative officer who is subject to his/her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency within the guidelines of stated personnel policies and procedures.
7. Direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by this Charter or by law.
8. See that all laws, provisions of this Charter, and acts of the Council are faithfully executed.
9. Prepare and submit annually a balanced budget, budget message, and capital program to the Council.
10. Keep the Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City.
11. Submit to the Council, and make available to the public, a complete report on finances and administrative activities of the City as of the end of each fiscal year.
12. Sign contracts on behalf of the City to the extent authorized by the Council.
13. Perform other such duties as are specified in this Charter or as may be directed by the Council.

(3) City Attorney: qualifications; residency; powers and duties. The City Attorney shall be the chief legal officer of the City. The City Attorney may either be retained in-house, or be retained part-time under contract.

(a) Qualifications. The City Attorney shall be a member in good standing of the Florida Bar.

(b) Residency. If retained in-house, the City Attorney shall, within six (6) months of such appointment, establish and maintain residency within the corporate limits of the City. Upon request of the City Attorney, this 6-month period may be extended by the City Council for an additional 6-month period. If City Attorney services are contracted, such attorney need not be a resident of the City.

(c) Powers and Duties. The City Attorney shall:

1. Serve as chief legal advisor to the City Council, the City Manager, and all City departments, offices, City advisory boards, and agencies.
2. If in-house; appoint, suspend or remove such assistant attorneys as may be required. If City Attorney services are contracted, the City Manager shall appoint, suspend or remove any in-house assistant attorneys as may be required. The remainder of the staff of the Office of City Attorney shall be employees of the City, appointed, suspended, or removed under the regular personnel policies and procedures of the City.
3. The City Attorney or designee shall attend all City Council meetings unless excused by the City Council, and shall perform such professional duties as may be required by law or by the Council in furtherance of the law.
4. The City Attorney shall prepare an annual budget for the operation of the Office of the City Attorney and shall submit this budget to the City Manager for inclusion in the annual City budget, in accordance with uniform City procedures.

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

~~Art. VI. - Budget and appropriations.~~

new

(1) *Fiscal year.* The City fiscal year shall begin on October 1 of each year and end on September 30 of the succeeding year.

(2) *Budget adoption.* The Council shall by resolution adopt a budget on or before the 30th day of September of each year. A resolution adopting the annual budget shall constitute appropriation of the amounts specified therein as expenditures from funds indicated.

(3) *Appropriation amendments during the fiscal year:* Supplemental appropriations; reduction of appropriations; transfer of appropriations; limitations; effective date; limitations to Council's contracting authority.

(a) Supplemental appropriations. If, during the fiscal year, revenues in excess of those estimated in the budget are available for appropriation, the Council may, by resolution, make supplemental appropriations for the year in an amount not to exceed such excess.

(b) Reduction of appropriations. If, at any time during the fiscal year, it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report same to the Council without delay, indicating the estimated amount of the deficit, any remedial action to be taken, and recommendations as to any other steps that should be taken. The Council shall then take such further action as it deems necessary to prevent any deficit and, for that purpose, the Council may by resolution reduce one or more appropriations accordingly.

(c) Transfer of appropriations. At any time during the fiscal year, the City Manager may transfer all or part of any unencumbered appropriation balance within a department, office, or agency of the City to other programs within the same department, office or agency. And, upon written request of the City Manager, the Council may transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another.

(d) Limitations: Effective date. No appropriation for debt service may be reduced or transferred, no appropriation may be reduced below any amount required by law to be appropriated, and no appropriation may be reduced by more than the amount of the unencumbered balance thereof. Other provisions of law to the contrary notwithstanding, the supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

(e) 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.~~

NEW

(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) 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) If no single candidate for an office receives a majority of the votes cast in the City primary election for that office, the two candidates for the office receiving the highest vote in the primary City election shall run again in the regular City election. Further:

1. In any primary election in which there is a tie for first place, the name of each such candidate shall be placed on the City's general election ballot.
2. 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 Flagler 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)

~~Art. VIII. - City council district boundaries.~~

new

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)

~~Art. IX. - General provisions.~~

new

(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 no sooner than 10 years after the creation of the City of Palm Coast on December 31, 1999, and thereafter it may be reviewed every 10 years.

(b) *Charter Review Committee.* A five-member Charter Review Committee shall be appointed. Each district council member shall appoint one member from his or her district, and the Mayor shall appoint one 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 change no later than 60 days before the general election. The Palm Coast City Council shall hold a minimum of two public hearings on the proposed changes to the Charter prior to placing the proposed changes on the scheduled general election ballot.

(3) *Initiative and referendum.* At least 10 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to this Charter. [2] If the Council fails to adopt such ordinance or amendment so proposed, or to repeal such adopted ordinance, without any change in substance, then the Council shall place the proposed ordinance or amendment, or the repeal of the adopted ordinance, on the ballot at the next general election. This Procedure for such initiative or referendum shall be as established by ordinance.

(4) *Adjustments of districts; number, commission, report, support, procedure, failure to enact, effect of enactment.*

(a)

Number of districts. There shall be four City Council districts as described in subsection (2) of Art. VIII. These boundaries shall remain in effect until the City Council determines, based upon each decennial census, that redistricting is appropriate to ensure that the requirements of Art. VIII are accomplished and adequately monitored or until a redistricting commission is appointed. All Council district boundaries shall be based upon population data derived from the most recent decennial census.

(b) *Districting commission.* By the first day of the month following official certification notification of the decennial census to the state, the City Council shall appoint five City electors, determined from the registration for the last statewide general election, who shall comprise the districting commission. Electors chosen shall not be employed by the City in any other capacity.

(c) *Commission report.* Within 120 days after appointment, or such earlier time as prescribed by the Council, the districting commission shall file with the official designated by the Council a report containing a recommended plan for adjustment of the council district boundaries to comply with the following specifications:

1. Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow the center lines of natural and manmade separations, such as canals, streets, etc., where possible.
2. The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.

The report shall include a map and description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the designated official, the report shall be treated as an ordinance introduced by a Council member.

(d) *Support.* It shall be the responsibility of the City Manager to provide staff assistance and technical data to the districting commission.

(e) *Procedure.* The procedure for the Council's consideration of the report shall be the same as for other ordinances, provided that any summary of the ordinance published pursuant to this Charter and general law must include both the map and a description of the recommended districts.

(f) *Failure to enact ordinance.* After receipt of the commission report, the Council shall adopt a redistricting ordinance at least 90 days before the next regular City election. If the Council fails to do so by such date, the report of the districting commission shall go into effect and have the effect of an ordinance.

(g) *Effect of enactment.*

1. The new council districts and boundaries, as of the date of enactment, shall supersede previous council districts and boundaries for all the purposes of the next regular City election, including qualifications.
2. The new council districts and boundaries shall supersede previous council districts and boundaries for all other purposes as of the date all Council members take office who were elected subsequent to the effective date of the new districts.
3. All district seats not up for election, but which as a result of the redistricting no longer have Council members who live within the district, shall be declared vacant for purposes of the next regularly scheduled election. Such election shall, in order to preserve the staggering of the terms, be for either four years or for the remaining two years of the term, depending on the district vacant.

(5) *Standards of conduct.* All elected officials and employees of the City shall be subject to the standards of conduct for public officers and employees set by general law. In addition, the City Council may, by ordinance, establish a code of ethics for officials and employees of the City, which may be supplemental to general law, but in no case may such an ordinance diminish the provisions of general law.

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

~~Art X. - Severability.~~

Jan. 24, 2019

If any provision of this act, or the application thereof to any person or circumstance, is held invalid, the invalidity shall not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared severable.

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

SUPPLEMENT HISTORY TABLE

CHARTER COMPARATIVE TABLE - LAWS OF FLORIDA

July 30, 2019 (Archive)

CITY OF PALM COAST - CHARTER[1]

Footnotes:

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Editor's note— *Ord. No. 2018-9, § 1, adopted April 3, 2018, approved proposed amendments to the Charter, which, in effect, replaced the Charter in its entirety. The former Charter had been amended by H.B. No. 527, §§ 1—2, 4—6, adopted on 5-1-02; Ord. No. 03-08, § 1, adopted on 4-15-03; Ord. No. 03-09, § 2, adopted on 5-20-03; Ord. No. 07-07, § 1, adopted on 4-3-07; Ord. No. 07-27, Exh. A, adopted on 12-18-07; Ord. No. 09-13, § 3, adopted on 6-2-09; Ord. No. 2011-9, § 2(Exh. A), adopted on 6-21-11; Ord. No. 2011-15, § 3, adopted on 8-16-11; Ord. No. 2011-03, § 2, adopted on 9-13-11; Ord. No. 2011-21, § 2, adopted on 9-13-11; Ord. No. 2013-07, § 3(Exh. A), adopted on 10-1-13; Ord. No. 2014-4, §§ 1—3, adopted on 2-4-14; Ord. No. 2014-12, § 3(Exh. A), adopted on 6-17-14; Ord. No. 2014-13, § 3(Exh. A), adopted on 6-17-14; Ord. No. 2015-01, § 2(Exhs. A1—4), adopted on 2-17-15; Ord. No. 2015-11, § 3(Exhs. A—D), adopted on 10-6-15; Ord. No. 2017-1, § 1(Exh. A), adopted on 1-17-17, and has been renumbered from §§ 1—12 to Arts. I—X, as set out herein.*

Art. I. - Municipal powers.

The City of Palm Coast, hereinafter "City," shall be a body corporate and politic and shall have all the powers of a municipality under the Constitution and laws of the State of Florida, as fully and completely as though such powers were specifically enumerated in this Charter, unless otherwise prohibited by or contrary to the provisions of this Charter. The City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes unless expressly prohibited by law. The powers of the City shall be liberally construed in favor of the City, and specific mention of particular powers in this Charter shall not be construed as limiting in any way the general power granted in this Article.

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

Art. II. - Form of government.

The City of Palm Coast shall operate under a Council-Manager form of government. The general duties of the Council (described in Art. IV) shall be to set policy; the general duties of the Manager (described in Art. V) shall be to carry out those policies.

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

Art. III. - Corporate limits.

The corporate limits of the City shall consist of the boundaries in the initial Charter of Palm Coast filed December 31, 1999, in the Secretary of State's office, State of Florida, and, in addition thereto, all lands annexed by the City of Palm Coast, Florida, subsequent to December 31, 1999 and prior to the effective date of this Charter. All Ordinances of annexation of the City of Palm Coast heretofore adopted and as may be adopted subsequent to the effective date of this Charter are hereby incorporated herein and the lands described in such Ordinances, together with the boundaries of the City as previously described, are hereby extended to the corporate limits of the City of Palm Coast, Florida.

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

Art. IV. - City council.

(1) City Council: composition; qualifications for office.

(a) Composition.

1.

There shall be a five member City Council consisting of four District members and a Mayor.

2. There shall be four districts within the City, the boundaries of which are as outlined in Article VIII. These districts shall be designated as District One, District Two, District Three, and District Four. Each of the four Council members shall run from the district in which they live, but be elected at-large; and, the Council members elected from each district shall be considered to hold Seat One, Seat Two, Seat Three, and Seat Four.
3. The Mayor shall live within the City boundaries. The Mayor shall run at-large, and be elected at-large.

(b) Qualifications for office:

1. Each candidate for office shall be a qualified elector of the City.
2. Each individual seeking to qualify as a candidate for one of the four seats on the Council shall:
   a. Submit a petition supporting his/her candidacy to the City Clerk containing the signatures of at least one percent of the electorate residing within the district (as identified in the most recent decennial census) which he/she seeks to run no later than noon on the 28th day preceding the first day of the qualifying period for the office sought or, Pay to the City Clerk a qualifying fee of ten percent of the salary of the office he/she seeks to run for.
   b. At the time of qualification, each candidate for a Seat on the Council shall reside within the boundaries of the district that he/she seeks to run from. For the length of their term, Council members shall maintain residency within the boundaries of the district from which he/she ran. In addition, candidates, and Council members, shall reside at least 45 weeks in each year in the district in which they live.
3. Each individual seeking to qualify as a candidate for Mayor shall:
   a. Submit a petition supporting his/her candidacy to the City Clerk containing the signatures of at least one percent of the electors residing within City limits (as identified in the most recent decennial census) no later than noon on the 28th day preceding the first day of the qualifying period for the office sought; or, pay to the City Clerk a qualifying fee of ten percent of the Mayoral salary.
   b. At the time of qualification, each candidate for Mayor shall reside within the City limits. For the length of the Mayor's, the Mayor shall maintain residency within the City limits. In addition, Mayoral candidates, and the elected Mayor, shall reside at least 45 weeks in each year within the City limits.

(2) *Terms of office.*

(a) The term of office for each District Member shall be four years.

(b) No Council member or Mayor may serve more than two successive four-year terms in the same seat.

(c) Each Council member shall remain in office until his/her successor is elected and assumes the duties of the position at the first meeting of the new Council, which shall be held in accordance with City ordinance.

(3) *Powers and duties of Council.* Except as otherwise prescribed herein or provided by law, legislative and police powers of the City shall be vested in the Council. The Council shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the City by law.

(4) *Powers and duties of the Mayor.*

(a) Powers. In addition to the regular powers invested in any other Council member, the Mayor shall: be recognized by the governor for purposes of military law; have the power to declare an emergency situation; have the power for service of process, and execution of contracts, deeds and other documents; have the power to represent the City in all agreements with other governmental entities or certifications to other governmental entities that the Council has approved.

(b) Duties. In addition to the Mayor's regular duties, the Mayor shall: preside at meetings of the Council and be recognized as the head of City government for all ceremonial occasions. The Mayor shall have no administrative duties other than those necessary to

accomplish these actions, or such other actions as may be authorized by the City Council, consistent with general or special law.

(5) *The Vice-Mayor: election and duties.*

(a) Election. There shall be a Vice-Mayor elected annually by the Council from among the Council members. Such election shall take place at the first meeting after the general election, or at the organizational meeting during years when there is no election.

(b) Duties. The Vice-Mayor shall have the same legislative powers and duties as any other Council member, except that the Vice-Mayor shall serve as Acting Mayor during the absence or disability of the Mayor, and during such period, shall have the same duties as provided for in Art. IV. In the absence of the Mayor and Vice-Mayor, the remaining Council members shall select a Council member to serve as Acting Mayor.

(6) *Compensation and expenses.*

(a) Compensation. The Council members and Mayor shall receive compensation as established by ordinance. Such compensation shall not take effect until the date of commencement of the terms of Council members elected at the next regularly scheduled election that follows the adoption of said ordinance by at least six months.

(b) Expenses. The Council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.

(7) *Vacancies; forfeiture of office; suspension; recall; filling of vacancies.*

(a) Vacancies. A vacancy in the office of the Mayor or of a Council seat shall occur upon any of the following: upon the death of the incumbent; removal from office as authorized by law; resignation; appointment to other public office which creates dual office holding; judicially determined incompetence; or forfeiture of office as herein described.

(b) Forfeiture of office. The Mayor or any other Council member shall forfeit his/her office upon determination by the Council, acting as a body, that he/she:

1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;
2. Is convicted of a felony, or enters a plea of guilty or *nolo contendere* to a crime punishable as a felony, even if adjudication of guilt has been withheld;
3. Is convicted of a first degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or *nolo contendere* thereto, even if adjudication of guilt has been withheld;
4. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or
5. Is absent from three consecutive regular Council meetings without being excused by the Council.

(c) Suspension from office. The Mayor or any other Council member shall be suspended from office by the Council acting as a body upon return of an indictment or issuance of an information charging the Council member or Mayor with any crime which is punishable as a felony or with any crime arising out of his/her official conduct or duties which is punishable as a misdemeanor. Pursuant thereto:

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) 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 *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 the City Manager or City Attorney. Such action shall be malfeasance within the meaning of Florida Statutes.

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

Art. V. - Charter officers.

The designated Charter Officers shall be the City Manager and the City Attorney.

4

4.1. 30 2019

(1) Designated Charter Officers: appointment; removal; compensation; filling of vacancies; candidate for City office.

(a) Appointment. The Charter Officers shall be appointed by a majority vote of the full Council and shall serve at the pleasure of the Council.

(b) Removal. The Charter Officers shall be removed from office only by a majority vote of the full Council. If the vote is less than unanimous, the Charter Officer may, within seven days of the dismissal motion by the Council, submit to the Mayor a written request for reconsideration. Any action taken by the Council at the reconsideration hearing shall be final.

(c) Compensation. The compensation of the Charter Officers shall be fixed by the City Council.

(d) Filling of Vacancy. The City Council shall begin the process to fill a vacancy in the Charter Office of the City Manager or City Attorney within 90 days of the vacancy. An Acting City Manager or Acting City Attorney may be appointed by the Council during a vacancy in office.

(e) Candidate for City Office. No Charter Officer shall be a candidate for any elected office while holding his/her Charter Office position.

(2) City Manager: qualifications; residency; powers and duties. The City Manager shall be the chief Administrative Officer of the City.

(a) Qualifications. The City Manager shall be selected on the basis of experience, expertise, and management ability as it pertains to running municipal government.

(b) Residency. Although the City Manager need not be a resident of the City at the time of appointment, within six (6) months of such appointment, he/she shall establish and maintain residency within the corporate limits of the City. Upon request of the City Manager, this 6-month period may be extended by the City Council for an additional 6-month period.

(c) Power and Duties. The City Manager shall:

1. Attend all meetings of the City Council.
2. Draw and sign vouchers upon depositories, and keep, or cause to be kept, a true and accurate account of same. Such vouchers shall be counter signed by the Mayor or by the Vice-Mayor in the event the office of Mayor is vacant. If both the Mayor and Vice Mayor offices are vacant, the Acting Mayor shall countersign such vouchers.
3. Be responsible for: signature and issuance of all licenses issued by the City; issuance of receipts for all moneys paid to the City; and deposit of said moneys in the proper depositories on the first banking day after receipt.
4. Provide administrative services as required by the Mayor and the Council.
5. Appoint a City Clerk to serve at his/her pleasure.
6. Appoint and suspend or remove any employee of the City. The City Manager may authorize any administrative officer who is subject to his/her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency within the guidelines of stated personnel policies and procedures.
7. Direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by this Charter or by law.
8. See that all laws, provisions of this Charter, and acts of the Council are faithfully executed.
9. Prepare and submit annually a balanced budget, budget message, and capital program to the Council.
10. Keep the Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City.
11. Submit to the Council, and make available to the public, a complete report on finances and administrative activities of the City as of the end of each fiscal year.

12. Sign contracts on behalf of the City to the extent authorized by the Council.
13. Perform other such duties as are specified in this Charter or as may be directed by the Council.

(3) City Attorney: qualifications; residency; powers and duties. The City Attorney shall be the chief legal officer of the City. The City Attorney may either be retained in-house, or be retained part-time under contract.

(a) Qualifications. The City Attorney shall be a member in good standing of the Florida Bar.

(b) Residency. If retained in-house, the City Attorney shall, within six (6) months of such appointment, establish and maintain residency within the corporate limits of the City. Upon request of the City Attorney, this 6-month period may be extended by the City Council for an additional 6-month period. If City Attorney services are contracted, such attorney need not be a resident of the City.

(c) Powers and Duties. The City Attorney shall:

1. Serve as chief legal advisor to the City Council, the City Manager, and all City departments, offices, City advisory boards, and agencies.
2. If in-house; appoint, suspend or remove such assistant attorneys as may be required. If City Attorney services are contracted, the City Manager shall appoint, suspend or remove any in-house assistant attorneys as may be required. The remainder of the staff of the Office of City Attorney shall be employees of the City, appointed, suspended, or removed under the regular personnel policies and procedures of the City.
3. The City Attorney or designee shall attend all City Council meetings unless excused by the City Council, and shall perform such professional duties as may be required by law or by the Council in furtherance of the law.
4. The City Attorney shall prepare an annual budget for the operation of the Office of the City Attorney and shall submit this budget to the City Manager for inclusion in the annual City budget, in accordance with uniform City procedures.

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

Art. VI. - Budget and appropriations.

(1) *Fiscal year.* The City fiscal year shall begin on October 1 of each year and end on September 30 of the succeeding year.

(2) *Budget adoption.* The Council shall by resolution adopt a budget on or before the 30th day of September of each year. A resolution adopting the annual budget shall constitute appropriation of the amounts specified therein as expenditures from funds indicated.

(3) *Appropriation amendments during the fiscal year:* Supplemental appropriations; reduction of appropriations; transfer of appropriations; limitations; effective date; limitations to Council's contracting authority.

(a) Supplemental appropriations. If, during the fiscal year, revenues in excess of those estimated in the budget are available for appropriation, the Council may, by resolution, make supplemental appropriations for the year in an amount not to exceed such excess.

(b) Reduction of appropriations. If, at any time during the fiscal year, it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report same to the Council without delay, indicating the estimated amount of the deficit, any remedial action to be taken, and recommendations as to any other steps that should be taken. The Council shall then take such further action as it deems necessary to prevent any deficit and, for that purpose, the Council may by resolution reduce one or more appropriations accordingly.

(c) Transfer of appropriations. At any time during the fiscal year, the City Manager may transfer all or part of any unencumbered appropriation balance within a department, office, or agency of the City to other programs within the same department, office or agency. And, upon written request of the City Manager, the Council may transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another.

(d) Limitations: Effective date. No appropriation for debt service may be reduced or transferred, no appropriation may be reduced below any amount required by law to be appropriated, and no appropriation may be reduced by more than the amount of the unencumbered balance thereof. Other provisions of law to the contrary notwithstanding, the supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

(e) 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) 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) If no single candidate for an office receives a majority of the votes cast in the City primary election for that office, the two candidates for the office receiving the highest vote in the primary City election shall run again in the regular City election. Further:

1. In any primary election in which there is a tie for first place, the name of each such candidate shall be placed on the City's general election ballot.
2. 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 Flagler 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)

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)

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 no sooner than 10 years after the creation of the City of Palm Coast on December 31, 1999, and thereafter it may be reviewed every 10 years.

(b) *Charter Review Committee.* A five-member Charter Review Committee shall be appointed. Each district council member shall appoint one member from his or her district, and the Mayor shall appoint one 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 change no later than 60 days before the general election. The Palm Coast City Council shall hold a minimum of two public hearings on the proposed changes to the Charter prior to placing the proposed changes on the scheduled general election ballot.

(3) *Initiative and referendum.* At least 10 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to this Charter. [2] If the Council fails to adopt such ordinance or amendment so proposed, or to repeal such adopted ordinance, without any change in substance, then the Council shall place the proposed ordinance or amendment, or the repeal of the adopted ordinance, on the ballot at the next general election. This Procedure for such initiative or referendum shall be as established by ordinance.

(4) *Adjustments of districts; number, commission, report, support, procedure, failure to enact, effect of enactment.*

(a)

Number of districts. There shall be four City Council districts as described in subsection (2) of Art. VIII. These boundaries shall remain in effect until the City Council determines, based upon each decennial census, that redistricting is appropriate to ensure that the requirements of Art. VIII are accomplished and adequately monitored or until a redistricting commission is appointed. All Council district boundaries shall be based upon population data derived from the most recent decennial census.

(b) *Districting commission.* By the first day of the month following official certification notification of the decennial census to the state, the City Council shall appoint five City electors, determined from the registration for the last statewide general election, who shall comprise the districting commission. Electors chosen shall not be employed by the City in any other capacity.

(c) *Commission report.* Within 120 days after appointment, or such earlier time as prescribed by the Council, the districting commission shall file with the official designated by the Council a report containing a recommended plan for adjustment of the council district boundaries to comply with the following specifications:

1. Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow the center lines of natural and manmade separations, such as canals, streets, etc., where possible.
2. The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.

The report shall include a map and description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the designated official, the report shall be treated as an ordinance introduced by a Council member.

(d) *Support.* It shall be the responsibility of the City Manager to provide staff assistance and technical data to the districting commission.

(e) *Procedure.* The procedure for the Council's consideration of the report shall be the same as for other ordinances, provided that any summary of the ordinance published pursuant to this Charter and general law must include both the map and a description of the recommended districts.

(f) *Failure to enact ordinance.* After receipt of the commission report, the Council shall adopt a redistricting ordinance at least 90 days before the next regular City election. If the Council fails to do so by such date, the report of the districting commission shall go into effect and have the effect of an ordinance.

(g) *Effect of enactment.*

1. The new council districts and boundaries, as of the date of enactment, shall supersede previous council districts and boundaries for all the purposes of the next regular City election, including qualifications.
2. The new council districts and boundaries shall supersede previous council districts and boundaries for all other purposes as of the date all Council members take office who were elected subsequent to the effective date of the new districts.
3. All district seats not up for election, but which as a result of the redistricting no longer have Council members who live within the district, shall be declared vacant for purposes of the next regularly scheduled election. Such election shall, in order to preserve the staggering of the terms, be for either four years or for the remaining two years of the term, depending on the district vacant.

(5) *Standards of conduct.* All elected officials and employees of the City shall be subject to the standards of conduct for public officers and employees set by general law. In addition, the City Council may, by ordinance, establish a code of ethics for officials and employees of the City, which may be supplemental to general law, but in no case may such an ordinance diminish the provisions of general law.

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

Art X. - Severability.

If any provision of this act, or the application thereof to any person or circumstance, is held invalid, the invalidity shall not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared severable.

July 30 2019

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

SUPPLEMENT HISTORY TABLE

CHARTER COMPARATIVE TABLE - LAWS OF FLORIDA

Sept. 14, 2021 (Archive)

CITY OF PALM COAST - CHARTER[1]

Footnotes:

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Editor's note— *Ord. No. 2018-9, § 1, adopted April 3, 2018, approved proposed amendments to the Charter, which, in effect, replaced the Charter in its entirety. The former Charter had been amended by H.B. No. 527, §§ 1—2, 4—6, adopted on 5-1-02; Ord. No. 03-08, § 1, adopted on 4-15-03; Ord. No. 03-09, § 2, adopted on 5-20-03; Ord. No. 07-07, § 1, adopted on 4-3-07; Ord. No. 07-27, Exh. A, adopted on 12-18-07; Ord. No. 09-13, § 3, adopted on 6-2-09; Ord. No. 2011-9, § 2(Exh. A), adopted on 6-21-11; Ord. No. 2011-15, § 3, adopted on 8-16-11; Ord. No. 2011-03, § 2, adopted on 9-13-11; Ord. No. 2011-21, § 2, adopted on 9-13-11; Ord. No. 2013-07, § 3(Exh. A), adopted on 10-1-13; Ord. No. 2014-4, §§ 1—3, adopted on 2-4-14; Ord. No. 2014-12, § 3(Exh. A), adopted on 6-17-14; Ord. No. 2014-13, § 3(Exh. A), adopted on 6-17-14; Ord. No. 2015-01, § 2(Exhs. A1—4), adopted on 2-17-15; Ord. No. 2015-11, § 3(Exhs. A—D), adopted on 10-6-15; Ord. No. 2017-1, § 1(Exh. A), adopted on 1-17-17, and has been renumbered from §§ 1—12 to Arts. I—X, as set out herein.*

Art. I. - Municipal powers.

The City of Palm Coast, hereinafter "City," shall be a body corporate and politic and shall have all the powers of a municipality under the Constitution and laws of the State of Florida, as fully and completely as though such powers were specifically enumerated in this Charter, unless otherwise prohibited by or contrary to the provisions of this Charter. The City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes unless expressly prohibited by law. The powers of the City shall be liberally construed in favor of the City, and specific mention of particular powers in this Charter shall not be construed as limiting in any way the general power granted in this Article.

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

Art. II. - Form of government.

The City of Palm Coast shall operate under a Council-Manager form of government. The general duties of the Council (described in Art. IV) shall be to set policy; the general duties of the Manager (described in Art. V) shall be to carry out those policies.

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

Art. III. - Corporate limits.

The corporate limits of the City shall consist of the boundaries in the initial Charter of Palm Coast filed December 31, 1999, in the Secretary of State's office, State of Florida, and, in addition thereto, all lands annexed by the City of Palm Coast, Florida, subsequent to December 31, 1999 and prior to the effective date of this Charter. All Ordinances of annexation of the City of Palm Coast heretofore adopted and as may be adopted subsequent to the effective date of this Charter are hereby incorporated herein and the lands described in such Ordinances, together with the boundaries of the City as previously described, are hereby extended to the corporate limits of the City of Palm Coast, Florida.

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

Art. IV. - City council.

(1) City Council: composition; qualifications for office.

(a) Composition.

1.

Sept. 14, 2021

There shall be a five member City Council consisting of four District members and a Mayor.

2. There shall be four districts within the City, the boundaries of which are as outlined in Article VIII. These districts shall be designated as District One, District Two, District Three, and District Four. Each of the four Council members shall run from the district in which they live, but be elected at-large; and, the Council members elected from each district shall be considered to hold Seat One, Seat Two, Seat Three, and Seat Four.
3. The Mayor shall live within the City boundaries. The Mayor shall run at-large, and be elected at-large.

(b) Qualifications for office:

1. Each candidate for office shall be a qualified elector of the City.
2. Each individual seeking to qualify as a candidate for one of the four seats on the Council shall:
   a. Submit a petition supporting his/her candidacy to the City Clerk containing the signatures of at least one percent of the electorate residing within the district (as identified in the most recent decennial census) which he/she seeks to run no later than noon on the 28th day preceding the first day of the qualifying period for the office sought or, Pay to the City Clerk a qualifying fee of ten percent of the salary of the office he/she seeks to run for.
   b. At the time of qualification, each candidate for a Seat on the Council shall reside within the boundaries of the district that he/she seeks to run from. For the length of their term, Council members shall maintain residency within the boundaries of the district from which he/she ran. In addition, candidates, and Council members, shall reside at least 45 weeks in each year in the district in which they live.
3. Each individual seeking to qualify as a candidate for Mayor shall:
   a. Submit a petition supporting his/her candidacy to the City Clerk containing the signatures of at least one percent of the electors residing within City limits (as identified in the most recent decennial census) no later than noon on the 28th day preceding the first day of the qualifying period for the office sought; or, pay to the City Clerk a qualifying fee of ten percent of the Mayoral salary.
   b. At the time of qualification, each candidate for Mayor shall reside within the City limits. For the length of the Mayor's, the Mayor shall maintain residency within the City limits. In addition, Mayoral candidates, and the elected Mayor, shall reside at least 45 weeks in each year within the City limits.

(2) *Terms of office.*

(a) The term of office for each District Member shall be four years.

(b) No Council member or Mayor may serve more than two successive four-year terms in the same seat.

(c) Each Council member shall remain in office until his/her successor is elected and assumes the duties of the position at the first meeting of the new Council, which shall be held in accordance with City ordinance.

(3) *Powers and duties of Council.* Except as otherwise prescribed herein or provided by law, legislative and police powers of the City shall be vested in the Council. The Council shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the City by law.

(4) *Powers and duties of the Mayor.*

(a) Powers. In addition to the regular powers invested in any other Council member, the Mayor shall: be recognized by the governor for purposes of military law; have the power to declare an emergency situation; have the power for service of process, and execution of contracts, deeds and other documents; have the power to represent the City in all agreements with other governmental entities or certifications to other governmental entities that the Council has approved.

(b) Duties. In addition to the Mayor's regular duties, the Mayor shall: preside at meetings of the Council and be recognized as the head of City government for all ceremonial occasions. The Mayor shall have no administrative duties other than those necessary to

accomplish these actions, or such other actions as may be authorized by the City Council, consistent with general or special law.

(5) *The Vice-Mayor: election and duties.*

(a) Election. There shall be a Vice-Mayor elected annually by the Council from among the Council members. Such election shall take place at the first meeting after the general election, or at the organizational meeting during years when there is no election.

(b) Duties. The Vice-Mayor shall have the same legislative powers and duties as any other Council member, except that the Vice-Mayor shall serve as Acting Mayor during the absence or disability of the Mayor, and during such period, shall have the same duties as provided for in Art. IV. In the absence of the Mayor and Vice-Mayor, the remaining Council members shall select a Council member to serve as Acting Mayor.

(6) *Compensation and expenses.*

(a) Compensation. The Council members and Mayor shall receive compensation as established by ordinance. Such compensation shall not take effect until the date of commencement of the terms of Council members elected at the next regularly scheduled election that follows the adoption of said ordinance by at least six months.

(b) Expenses. The Council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.

(7) *Vacancies; forfeiture of office; suspension; recall; filling of vacancies.*

(a) Vacancies. A vacancy in the office of the Mayor or of a Council seat shall occur upon any of the following: upon the death of the incumbent; removal from office as authorized by law; resignation; appointment to other public office which creates dual office holding; judicially determined incompetence; or forfeiture of office as herein described.

(b) Forfeiture of office. The Mayor or any other Council member shall forfeit his/her office upon determination by the Council, acting as a body, that he/she:

1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;
2. Is convicted of a felony, or enters a plea of guilty or *nolo contendere* to a crime punishable as a felony, even if adjudication of guilt has been withheld;
3. Is convicted of a first degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or *nolo contendere* thereto, even if adjudication of guilt has been withheld;
4. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or
5. Is absent from three consecutive regular Council meetings without being excused by the Council.

(c) Suspension from office. The Mayor or any other Council member shall be suspended from office by the Council acting as a body upon return of an indictment or issuance of an information charging the Council member or Mayor with any crime which is punishable as a felony or with any crime arising out of his/her official conduct or duties which is punishable as a misdemeanor. Pursuant thereto:

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) 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 *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 the City Manager or City Attorney. Such action shall be malfeasance within the meaning of Florida Statutes.

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

Art. V. - Charter officers.

The designated Charter Officers shall be the City Manager and the City Attorney.

Sept. 14, 2021

(1) Designated Charter Officers: appointment; removal; compensation; filling of vacancies; candidate for City office.

(a) Appointment. The Charter Officers shall be appointed by a majority vote of the full Council and shall serve at the pleasure of the Council.

(b) Removal. The Charter Officers shall be removed from office only by a majority vote of the full Council. If the vote is less than unanimous, the Charter Officer may, within seven days of the dismissal motion by the Council, submit to the Mayor a written request for reconsideration. Any action taken by the Council at the reconsideration hearing shall be final.

(c) Compensation. The compensation of the Charter Officers shall be fixed by the City Council.

(d) Filling of Vacancy. The City Council shall begin the process to fill a vacancy in the Charter Office of the City Manager or City Attorney within 90 days of the vacancy. An Acting City Manager or Acting City Attorney may be appointed by the Council during a vacancy in office.

(e) Candidate for City Office. No Charter Officer shall be a candidate for any elected office while holding his/her Charter Office position.

(2) City Manager: qualifications; residency; powers and duties. The City Manager shall be the chief Administrative Officer of the City.

(a) Qualifications. The City Manager shall be selected on the basis of experience, expertise, and management ability as it pertains to running municipal government.

(b) Residency. Although the City Manager need not be a resident of the City at the time of appointment, within six (6) months of such appointment, he/she shall establish and maintain residency within the corporate limits of the City. Upon request of the City Manager, this 6-month period may be extended by the City Council for an additional 6-month period.

(c) Power and Duties. The City Manager shall:

1. Attend all meetings of the City Council.
2. Draw and sign vouchers upon depositories, and keep, or cause to be kept, a true and accurate account of same. Such vouchers shall be counter signed by the Mayor or by the Vice-Mayor in the event the office of Mayor is vacant. If both the Mayor and Vice Mayor offices are vacant, the Acting Mayor shall countersign such vouchers.
3. Be responsible for: signature and issuance of all licenses issued by the City; issuance of receipts for all moneys paid to the City; and deposit of said moneys in the proper depositories on the first banking day after receipt.
4. Provide administrative services as required by the Mayor and the Council.
5. Appoint a City Clerk to serve at his/her pleasure.
6. Appoint and suspend or remove any employee of the City. The City Manager may authorize any administrative officer who is subject to his/her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency within the guidelines of stated personnel policies and procedures.
7. Direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by this Charter or by law.
8. See that all laws, provisions of this Charter, and acts of the Council are faithfully executed.
9. Prepare and submit annually a balanced budget, budget message, and capital program to the Council.
10. Keep the Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City.
11. Submit to the Council, and make available to the public, a complete report on finances and administrative activities of the City as of the end of each fiscal year.

12. Sign contracts on behalf of the City to the extent authorized by the Council.
13. Perform other such duties as are specified in this Charter or as may be directed by the Council.

(3) City Attorney: qualifications; residency; powers and duties. The City Attorney shall be the chief legal officer of the City. The City Attorney may either be retained in-house, or be retained part-time under contract.

(a) Qualifications. The City Attorney shall be a member in good standing of the Florida Bar.

(b) Residency. If retained in-house, the City Attorney shall, within six (6) months of such appointment, establish and maintain residency within the corporate limits of the City. Upon request of the City Attorney, this 6-month period may be extended by the City Council for an additional 6-month period. If City Attorney services are contracted, such attorney need not be a resident of the City.

(c) Powers and Duties. The City Attorney shall:

1. Serve as chief legal advisor to the City Council, the City Manager, and all City departments, offices, City advisory boards, and agencies.
2. If in-house; appoint, suspend or remove such assistant attorneys as may be required. If City Attorney services are contracted, the City Manager shall appoint, suspend or remove any in-house assistant attorneys as may be required. The remainder of the staff of the Office of City Attorney shall be employees of the City, appointed, suspended, or removed under the regular personnel policies and procedures of the City.
3. The City Attorney or designee shall attend all City Council meetings unless excused by the City Council, and shall perform such professional duties as may be required by law or by the Council in furtherance of the law.
4. The City Attorney shall prepare an annual budget for the operation of the Office of the City Attorney and shall submit this budget to the City Manager for inclusion in the annual City budget, in accordance with uniform City procedures.

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

Art. VI. - Budget and appropriations.

(1) *Fiscal year.* The City fiscal year shall begin on October 1 of each year and end on September 30 of the succeeding year.

(2) *Budget adoption.* The Council shall by resolution adopt a budget on or before the 30th day of September of each year. A resolution adopting the annual budget shall constitute appropriation of the amounts specified therein as expenditures from funds indicated.

(3) *Appropriation amendments during the fiscal year:* Supplemental appropriations; reduction of appropriations; transfer of appropriations; limitations; effective date; limitations to Council's contracting authority.

(a) Supplemental appropriations. If, during the fiscal year, revenues in excess of those estimated in the budget are available for appropriation, the Council may, by resolution, make supplemental appropriations for the year in an amount not to exceed such excess.

(b) Reduction of appropriations. If, at any time during the fiscal year, it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report same to the Council without delay, indicating the estimated amount of the deficit, any remedial action to be taken, and recommendations as to any other steps that should be taken. The Council shall then take such further action as it deems necessary to prevent any deficit and, for that purpose, the Council may by resolution reduce one or more appropriations accordingly.

(c) Transfer of appropriations. At any time during the fiscal year, the City Manager may transfer all or part of any unencumbered appropriation balance within a department, office, or agency of the City to other programs within the same department, office or agency. And, upon written request of the City Manager, the Council may transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another.

(d)

Limitations: Effective date. No appropriation for debt service may be reduced or transferred, no appropriation may be reduced below any amount required by law to be appropriated, and no appropriation may be reduced by more than the amount of the unencumbered balance thereof. Other provisions of law to the contrary notwithstanding, the supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

(e) 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) 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) If no single candidate for an office receives a majority of the votes cast in the City primary election for that office, the two candidates for the office receiving the highest vote in the primary City election shall run again in the regular City election. Further:

1. In any primary election in which there is a tie for first place, the name of each such candidate shall be placed on the City's general election ballot.
2. 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)

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 no sooner than 10 years after the creation of the City of Palm Coast on December 31, 1999, and thereafter it may be reviewed every 10 years.

(b) *Charter Review Committee.* A five-member Charter Review Committee shall be appointed. Each district council member shall appoint one member from his or her district, and the Mayor shall appoint one 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 change no later than 60 days before the general election. The Palm Coast City Council shall hold a minimum of two public hearings on the proposed changes to the Charter prior to placing the proposed changes on the scheduled general election ballot.

(3) *Initiative and referendum.* At least 10 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to this Charter. [2] If the Council fails to adopt such ordinance or amendment so proposed, or to repeal such adopted ordinance, without any change in substance, then the Council shall place the proposed ordinance or amendment, or the repeal of the adopted ordinance, on the ballot at the next general election. This Procedure for such initiative or referendum shall be as established by ordinance.

(4) *Adjustments of districts; number, commission, report, support, procedure, failure to enact, effect of enactment.*

(a) *Number of districts.* There shall be four City Council districts as described in subsection (2) of Art. VIII. These boundaries shall remain in effect until the City Council determines, based upon each decennial census, that redistricting is appropriate to ensure that the requirements of Art. VIII are accomplished and adequately monitored or until a redistricting commission is appointed. All Council district boundaries shall be based upon population data derived from the most recent decennial census.

(b) *Districting commission.* By the first day of the month following official certification notification of the decennial census to the state, the City Council shall appoint five City electors, determined from the registration for the last statewide general election, who shall comprise the districting commission. Electors chosen shall not be employed by the City in any other capacity.

(c) *Commission report.* Within 120 days after appointment, or such earlier time as prescribed by the Council, the districting commission shall file with the official designated by the Council a report containing a recommended plan for adjustment of the council district boundaries to comply with the following specifications:

1. Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow the center lines of natural and manmade separations, such as canals, streets, etc., where possible.
2. The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.

The report shall include a map and description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the designated official, the report shall be treated as an ordinance introduced by a Council member.

(d) *Support.* It shall be the responsibility of the City Manager to provide staff assistance and technical data to the districting commission.

(e) *Procedure.* The procedure for the Council's consideration of the report shall be the same as for other ordinances, provided that any summary of the ordinance published pursuant to this Charter and general law must include both the map and a description of the recommended districts.

(f) *Failure to enact ordinance.* After receipt of the commission report, the Council shall adopt a redistricting ordinance at least 90 days before the next regular City election. If the Council fails to do so by such date, the report of the districting commission shall go into effect and have the effect of an ordinance.

(g) *Effect of enactment.*

1. The new council districts and boundaries, as of the date of enactment, shall supersede previous council districts and boundaries for all the purposes of the next regular City election, including qualifications.
2. The new council districts and boundaries shall supersede previous council districts and boundaries for all other purposes as of the date all Council members take office who were elected subsequent to the effective date of the new districts.
3. All district seats not up for election, but which as a result of the redistricting no longer have Council members who live within the district, shall be declared vacant for purposes of the next regularly scheduled election. Such election shall, in order to preserve the staggering of the terms, be for either four years or for the remaining two years of the term, depending on the district vacant.

(5) *Standards of conduct.* All elected officials and employees of the City shall be subject to the standards of conduct for public officers and employees set by general law. In addition, the City Council may, by ordinance, establish a code of ethics for officials and employees of the City, which may be supplemental to general law, but in no case may such an ordinance diminish the provisions of general law.

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

Art X. - Severability.

Sept. 14, 2021

If any provision of this act, or the application thereof to any person or circumstance, is held invalid, the invalidity shall not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared severable.

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

SUPPLEMENT HISTORY TABLE

CHARTER COMPARATIVE TABLE - LAWS OF FLORIDA

Sept. 14, 2021

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:

(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 *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, 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

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.
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(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.

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.

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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.
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(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. 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.

(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.

(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) 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

April 25, 2022 (Archive)

CITY OF PALM COAST - CHARTER[1]

Footnotes:

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Editor's note— *Ord. No. 2018-9, § 1, adopted April 3, 2018, approved proposed amendments to the Charter, which, in effect, replaced the Charter in its entirety. The former Charter had been amended by H.B. No. 527, §§ 1—2, 4—6, adopted on 5-1-02; Ord. No. 03-08, § 1, adopted on 4-15-03; Ord. No. 03-09, § 2, adopted on 5-20-03; Ord. No. 07-07, § 1, adopted on 4-3-07; Ord. No. 07-27, Exh. A, adopted on 12-18-07; Ord. No. 09-13, § 3, adopted on 6-2-09; Ord. No. 2011-9, § 2(Exh. A), adopted on 6-21-11; Ord. No. 2011-15, § 3, adopted on 8-16-11; Ord. No. 2011-03, § 2, adopted on 9-13-11; Ord. No. 2011-21, § 2, adopted on 9-13-11; Ord. No. 2013-07, § 3(Exh. A), adopted on 10-1-13; Ord. No. 2014-4, §§ 1—3, adopted on 2-4-14; Ord. No. 2014-12, § 3(Exh. A), adopted on 6-17-14; Ord. No. 2014-13, § 3(Exh. A), adopted on 6-17-14; Ord. No. 2015-01, § 2(Exhs. A1—4), adopted on 2-17-15; Ord. No. 2015-11, § 3(Exhs. A—D), adopted on 10-6-15; Ord. No. 2017-1, § 1(Exh. A), adopted on 1-17-17, and has been renumbered from §§ 1—12 to Arts. I—X, as set out herein.*

Art. I. - Municipal powers.

The City of Palm Coast, hereinafter "City," shall be a body corporate and politic and shall have all the powers of a municipality under the Constitution and laws of the State of Florida, as fully and completely as though such powers were specifically enumerated in this Charter, unless otherwise prohibited by or contrary to the provisions of this Charter. The City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes unless expressly prohibited by law. The powers of the City shall be liberally construed in favor of the City, and specific mention of particular powers in this Charter shall not be construed as limiting in any way the general power granted in this Article.

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

Art. II. - Form of government.

The City of Palm Coast shall operate under a Council-Manager form of government. The general duties of the Council (described in Art. IV) shall be to set policy; the general duties of the Manager (described in Art. V) shall be to carry out those policies.

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

Art. III. - Corporate limits.

The corporate limits of the City shall consist of the boundaries in the initial Charter of Palm Coast filed December 31, 1999, in the Secretary of State's office, State of Florida, and, in addition thereto, all lands annexed by the City of Palm Coast, Florida, subsequent to December 31, 1999 and prior to the effective date of this Charter. All Ordinances of annexation of the City of Palm Coast heretofore adopted and as may be adopted subsequent to the effective date of this Charter are hereby incorporated herein and the lands described in such Ordinances, together with the boundaries of the City as previously described, are hereby extended to the corporate limits of the City of Palm Coast, Florida.

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

Art. IV. - City council.

modified

(1) City Council: composition; qualifications for office.

(a) Composition.

1. There shall be a five member City Council consisting of four District members and a Mayor.

April 25, 2022

2. There shall be four districts within the City, the boundaries of which are as outlined in Article VIII. These districts shall be designated as District One, District Two, District Three, and District Four. Each of the four Council members shall run from the district in which they live, but be elected at-large; and, the Council members elected from each district shall be considered to hold Seat One, Seat Two, Seat Three, and Seat Four.
3. The Mayor shall live within the City boundaries. The Mayor shall run at-large, and be elected at-large.

(b) Qualifications for office:

1. Each candidate for office shall be a qualified elector of the City.
2. Each individual seeking to qualify as a candidate for one of the four seats on the Council shall:
   a. Submit a petition supporting his/her candidacy to the City Clerk containing the signatures of at least one percent of the electorate residing within the district (as identified in the most recent decennial census) which he/she seeks to run no later than noon on the 28th day preceding the first day of the qualifying period for the office sought or, Pay to the City Clerk a qualifying fee of ten percent of the salary of the office he/she seeks to run for.
   b. At the time of qualification, each candidate for a Seat on the Council shall reside within the boundaries of the district that he/she seeks to run from. For the length of their term, Council members shall maintain residency within the boundaries of the district from which he/she ran. In addition, candidates, and Council members, shall reside at least 45 weeks in each year in the district in which they live.
3. Each individual seeking to qualify as a candidate for Mayor shall:
   a. Submit a petition supporting his/her candidacy to the City Clerk containing the signatures of at least one percent of the electors residing within City limits (as identified in the most recent decennial census) no later than noon on the 28th day preceding the first day of the qualifying period for the office sought; or, pay to the City Clerk a qualifying fee of ten percent of the Mayoral salary.
   b. At the time of qualification, each candidate for Mayor shall reside within the City limits. For the length of the Mayor's, the Mayor shall maintain residency within the City limits. In addition, Mayoral candidates, and the elected Mayor, shall reside at least 45 weeks in each year within the City limits.

(2) *Terms of office.*

(a) The term of office for each District Member shall be four years.

(b) No Council member or Mayor may serve more than two successive four-year terms in the same seat.

(c) Each Council member shall remain in office until his/her successor is elected and assumes the duties of the position at the first meeting of the new Council, which shall be held in accordance with City ordinance.

(3) *Powers and duties of Council.* Except as otherwise prescribed herein or provided by law, legislative and police powers of the City shall be vested in the Council. The Council shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the City by law.

(4) *Powers and duties of the Mayor.*

(a) Powers. In addition to the regular powers invested in any other Council member, the Mayor shall: be recognized by the governor for purposes of military law; have the power to declare an emergency situation; have the power for service of process, and execution of contracts, deeds and other documents; have the power to represent the City in all agreements with other governmental entities or certifications to other governmental entities that the Council has approved.

(b)

Duties. In addition to the Mayor's regular duties, the Mayor shall: preside at meetings of the Council and be recognized as the head of City government for all ceremonial occasions. The Mayor shall have no administrative duties other than those necessary to accomplish these actions, or such other actions as may be authorized by the City Council, consistent with general or special law.

(5) *The Vice-Mayor: election and duties.*

(a) Election. There shall be a Vice-Mayor elected annually by the Council from among the Council members. Such election shall take place at the first meeting after the general election, or at the organizational meeting during years when there is no election.

(b) Duties. The Vice-Mayor shall have the same legislative powers and duties as any other Council member, except that the Vice-Mayor shall serve as Acting Mayor during the absence or disability of the Mayor, and during such period, shall have the same duties as provided for in Art. IV. In the absence of the Mayor and Vice-Mayor, the remaining Council members shall select a Council member to serve as Acting Mayor.

(6) *Compensation and expenses.*

(a) Compensation. The Council members and Mayor shall receive compensation as established by ordinance. Such compensation shall not take effect until the date of commencement of the terms of Council members elected at the next regularly scheduled election that follows the adoption of said ordinance by at least six months.

(b) Expenses. The Council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.

(7) *Vacancies; forfeiture of office; suspension; recall; filling of vacancies.*

(a) Vacancies. A vacancy in the office of the Mayor or of a Council seat shall occur upon any of the following: upon the death of the incumbent; removal from office as authorized by law; resignation; appointment to other public office which creates dual office holding; judicially determined incompetence; or forfeiture of office as herein described.

(b) Forfeiture of office. The Mayor or any other Council member shall forfeit his/her office upon determination by the Council, acting as a body, that he/she:

1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;
2. Is convicted of a felony, or enters a plea of guilty or *nolo contendere* to a crime punishable as a felony, even if adjudication of guilt has been withheld;
3. Is convicted of a first degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or *nolo contendere* thereto, even if adjudication of guilt has been withheld;
4. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or
5. Is absent from three consecutive regular Council meetings without being excused by the Council.

(c) Suspension from office. The Mayor or any other Council member shall be suspended from office by the Council acting as a body upon return of an indictment or issuance of an information charging the Council member or Mayor with any crime which is punishable as a felony or with any crime arising out of his/her official conduct or duties which is punishable as a misdemeanor. Pursuant thereto:

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~~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:

(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 *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

the City Manager or City Attorney. Such action shall be malfeasance within the meaning of Florida Statutes. (Ord. No. 2018-9 , § 1(Exh. A), 4-3-18)

Art. V. - Charter officers.

The designated Charter Officers shall be the City Manager and the City Attorney.

(1) Designated Charter Officers: appointment; removal; compensation; filling of vacancies; candidate for City office.

(a) Appointment. The Charter Officers shall be appointed by a majority vote of the full Council and shall serve at the pleasure of the Council.

(b) Removal. The Charter Officers shall be removed from office only by a majority vote of the full Council. If the vote is less than unanimous, the Charter Officer may, within seven days of the dismissal motion by the Council, submit to the Mayor a written request for reconsideration. Any action taken by the Council at the reconsideration hearing shall be final.

(c) Compensation. The compensation of the Charter Officers shall be fixed by the City Council.

(d) Filling of Vacancy. The City Council shall begin the process to fill a vacancy in the Charter Office of the City Manager or City Attorney within 90 days of the vacancy. An Acting City Manager or Acting City Attorney may be appointed by the Council during a vacancy in office.

(e) Candidate for City Office. No Charter Officer shall be a candidate for any elected office while holding his/her Charter Office position.

(2) City Manager: qualifications; residency; powers and duties. The City Manager shall be the chief Administrative Officer of the City.

(a) Qualifications. The City Manager shall be selected on the basis of experience, expertise, and management ability as it pertains to running municipal government.

(b) Residency. Although the City Manager need not be a resident of the City at the time of appointment, within six (6) months of such appointment, he/she shall establish and maintain residency within the corporate limits of the City. Upon request of the City Manager, this 6-month period may be extended by the City Council for an additional 6-month period.

(c) Power and Duties. The City Manager shall:

1. Attend all meetings of the City Council.
2. Draw and sign vouchers upon depositories, and keep, or cause to be kept, a true and accurate account of same. Such vouchers shall be counter signed by the Mayor or by the Vice-Mayor in the event the office of Mayor is vacant. If both the Mayor and Vice Mayor offices are vacant, the Acting Mayor shall countersign such vouchers.
3. Be responsible for: signature and issuance of all licenses issued by the City; issuance of receipts for all moneys paid to the City; and deposit of said moneys in the proper depositories on the first banking day after receipt.
4. Provide administrative services as required by the Mayor and the Council.
5. Appoint a City Clerk to serve at his/her pleasure.
6. Appoint and suspend or remove any employee of the City. The City Manager may authorize any administrative officer who is subject to his/her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency within the guidelines of stated personnel policies and procedures.
7. Direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by this Charter or by law.
8. See that all laws, provisions of this Charter, and acts of the Council are faithfully executed.
9. Prepare and submit annually a balanced budget, budget message, and capital program to the Council.

10. Keep the Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City.
11. Submit to the Council, and make available to the public, a complete report on finances and administrative activities of the City as of the end of each fiscal year.
12. Sign contracts on behalf of the City to the extent authorized by the Council.
13. Perform other such duties as are specified in this Charter or as may be directed by the Council.

(3) City Attorney: qualifications; residency; powers and duties. The City Attorney shall be the chief legal officer of the City. The City Attorney may either be retained in-house, or be retained part-time under contract.

(a) Qualifications. The City Attorney shall be a member in good standing of the Florida Bar.

(b) Residency. If retained in-house, the City Attorney shall, within six (6) months of such appointment, establish and maintain residency within the corporate limits of the City. Upon request of the City Attorney, this 6-month period may be extended by the City Council for an additional 6-month period. If City Attorney services are contracted, such attorney need not be a resident of the City.

(c) Powers and Duties. The City Attorney shall:

1. Serve as chief legal advisor to the City Council, the City Manager, and all City departments, offices, City advisory boards, and agencies.
2. If in-house; appoint, suspend or remove such assistant attorneys as may be required. If City Attorney services are contracted, the City Manager shall appoint, suspend or remove any in-house assistant attorneys as may be required. The remainder of the staff of the Office of City Attorney shall be employees of the City, appointed, suspended, or removed under the regular personnel policies and procedures of the City.
3. The City Attorney or designee shall attend all City Council meetings unless excused by the City Council, and shall perform such professional duties as may be required by law or by the Council in furtherance of the law.
4. The City Attorney shall prepare an annual budget for the operation of the Office of the City Attorney and shall submit this budget to the City Manager for inclusion in the annual City budget, in accordance with uniform City procedures.

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

Art. VI. - Budget and appropriations.

(1) *Fiscal year.* The City fiscal year shall begin on October 1 of each year and end on September 30 of the succeeding year.

(2) *Budget adoption.* The Council shall by resolution adopt a budget on or before the 30th day of September of each year. A resolution adopting the annual budget shall constitute appropriation of the amounts specified therein as expenditures from funds indicated.

(3) *Appropriation amendments during the fiscal year:* Supplemental appropriations; reduction of appropriations; transfer of appropriations; limitations; effective date; limitations to Council's contracting authority.

(a) Supplemental appropriations. If, during the fiscal year, revenues in excess of those estimated in the budget are available for appropriation, the Council may, by resolution, make supplemental appropriations for the year in an amount not to exceed such excess.

(b) Reduction of appropriations. If, at any time during the fiscal year, it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report same to the Council without delay, indicating the estimated amount of the deficit, any remedial action to be taken, and recommendations as to any other steps that should be taken. The Council shall then take such further action as it deems necessary to prevent any deficit and, for that purpose, the Council may by resolution reduce one or more appropriations accordingly.

(c) Transfer of appropriations. At any time during the fiscal year, the City Manager may transfer all or part of any unencumbered appropriation balance within a department, office, or agency of the City to other programs within the same department, office or agency. And, upon written request of the City Manager, the Council may transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another.

(d) Limitations: Effective date. No appropriation for debt service may be reduced or transferred, no appropriation may be reduced below any amount required by law to be appropriated, and no appropriation may be reduced by more than the amount of the unencumbered balance thereof. Other provisions of law to the contrary notwithstanding, the supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

(e) 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) 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) If no single candidate for an office receives a majority of the votes cast in the City primary election for that office, the two candidates for the office receiving the highest vote in the primary City election shall run again in the regular City election. Further:

1. In any primary election in which there is a tie for first place, the name of each such candidate shall be placed on the City's general election ballot.

2.

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.

modified

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.

modified

(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

of two public hearings on ~~the~~any proposed changes by the City Council or the Charter Review Committee to the Charter prior to ~~placing~~determining ~~the~~whether ~~proposed~~to place any changes on the scheduled general election ballot.

(3) *Initiative and referendum.* At least 10 percent of the qualified electorate of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to this Charter. [2] If the Council fails to adopt such ordinance or amendment so proposed, or to repeal such adopted ordinance, without any change in substance, then the Council shall place the proposed ordinance or amendment, or the repeal of the adopted ordinance, on the ballot at the next general election. This Procedure for such initiative or referendum shall be as established by ordinance.

(4) *Adjustments of districts; number, commission, report, support, procedure, failure to enact, effect of enactment.*

(a) *Number of districts.* There shall be four City Council districts as described in subsection (2) of Art. VIII. These boundaries shall remain in effect until the City Council determines, based upon each decennial census, that redistricting is appropriate to ensure that the requirements of Art. VIII are accomplished and adequately monitored or until a redistricting commission is appointed. All Council district boundaries shall be based upon population data derived from the most recent decennial census.

(b) *Districting commission.* By the first day of the month following official certification notification of the decennial census to the state, the City Council shall appoint five City electors, determined from the registration for the last statewide general election, who shall comprise the districting commission. Electors chosen shall not be employed by the City in any other capacity.

(c) *Commission report.* Within 120 days after appointment, or such earlier time as prescribed by the Council, the districting commission shall file with the official designated by the Council a report containing a recommended plan for adjustment of the council district boundaries to comply with the following specifications:

1. Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow the center lines of natural and manmade separations, such as canals, streets, etc., where possible.
2. The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.

The report shall include a map and description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the designated official, the report shall be treated as an ordinance introduced by a Council member.

(d) *Support.* It shall be the responsibility of the City Manager to provide staff assistance and technical data to the districting commission.

(e) *Procedure.* The procedure for the Council's consideration of the report shall be the same as for other ordinances, provided that any summary of the ordinance published pursuant to this Charter and general law must include both the map and a description of the recommended districts.

(f) *Failure to enact ordinance.* After receipt of the commission report, the Council shall adopt a redistricting ordinance at least 90 days before the next regular City election. If the Council fails to do so by such date, the report of the districting commission shall go into effect and have the effect of an ordinance.

(g) *Effect of enactment.*

1. The new council districts and boundaries, as of the date of enactment, shall supersede previous council districts and boundaries for all the purposes of the next regular City election, including qualifications.
2. The new council districts and boundaries shall supersede previous council districts and boundaries for all other purposes as of the date all Council members take office who were elected subsequent to the effective date of the new districts.
3. All district seats not up for election, but which as a result of the redistricting no longer have Council members who live within the district, shall be declared vacant for purposes of the next regularly scheduled election. Such election shall, in order to

preserve the staggering of the terms, be for either four years or for the remaining two years of the term, depending on the district vacant.

(5) *Standards of conduct.* All elected officials and employees of the City shall be subject to the standards of conduct for public officers and employees set by general law. In addition, the City Council may, by ordinance, establish a code of ethics for officials and employees of the City, which may be supplemental to general law, but in no case may such an ordinance diminish the provisions of general law.

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

Art X. - Severability.

If any provision of this act, or the application thereof to any person or circumstance, is held invalid, the invalidity shall not affect other provisions or applications of this act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared severable.

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

SUPPLEMENT HISTORY TABLE CHARTER COMPARATIVE TABLE - LAWS OF FLORIDA

Im Coast City Council meeting

Aug 27, 2024
Vacant Seat

Council Members
have any question
um regarding the
application itself
uh councilwoman
pontieri go ahead
go ahead

Former Mayor - David Alfin

Former councilman - Ed Danko

12:50 well I'm I think
we're skipping a
crucial step which
is to discuss
whether or not
we're going the
appointment route

12:56 and if so why from
a legal standpoint
I think that's
imperative to kind
of explain
particularly from a
legal

13:02 standpoint if you
could Marcus
yeah so yeah I
can happily do

13:09 that so so under
the city Charter uh
I believe it's article

13:16 4E where it says if
for any reason

Council member - Theresa Pontieri

City Attorney - Marcus Duffy

Palm Coast City Council meeting

Aug. 27, 2024

1. Vacancy seat 4

2. Altered Vacant Mayor Seat

other than a recall or suing the office of Mayor a vacancy occurs in the office of

13:22 city council within the first two years of a term the office shall be filled by an appointment within 90 days following

13:28 currence of such VY by a majority vote the remaining councils if said vacancy occurs within 6 months of the next

13:34 schedu regular schedule election the remaining council members May delay the appointment such appointment shall last

13:40 until the next regular schedule election at which time the seat shall

City Attorney - Marcus Duffy Recited the altered version

Used Altered Version

be declared open
and an election
held for the

13:46 remaining two
years of the term
so right now C
councilwoman
Hider she
resigned

Recite of altered version
By City Attorney - Marcus Duffy

13:53 with more than
two years left on
her term so uh it is
this position of my

13:59 office that uh you
as Council uh
have the position
according to the
how the

14:04 language is
written in the city
Charter to appoint
the next uh
council person for
that

14:10 seat

Position of his office?

- Attorney Marcus Duffy

Charter Amendment 2024

Attempt to remove safe guards

Wednesday, September 10, 2025 9:15 PM

ONLY VOTERS WHO RESIDE WITHIN THE CITY LIMITS OF PALM COAST

City of Palm Coast Charter Amendment 1
CHARTER AMENDMENT TO UPDATE PROVISIONS RELATED TO CITY COUNCIL'S CONTRACTING AUTHORITY

Shall Article VI of the Charter be amended by removing provision (3)(e) related to fiscal Contracting Authority that limits the City s ability to enter into public private partnerships. have the ability to address growth by having future residents contribute to infrastructure costs, respond to emergencies and use available financial instruments including. but not limited to. bonds.

- ○ Yes
- ○ No

https://www.flaglerelections.gov/Portals/Flagler/pdfs/2024/2024-SB-General.pdf

No Charter Amendments in 2025, 2023, 2022, 2021,

2020 Sample Ballot:
https://www.flaglerelections.gov/Portals/Flagler/pdfs/2020-General-Sample-Ballot-Web.pdf

No Charter Amendments: 2019, 2017, 2016, 2015, 2014, 2013

2012 Sample Ballot:
https://www.flaglerelections.gov/Portals/Flagler/pdfs/2012-general-sb-web.pdf

No Charter Amendments: 2011

2010 COUNTY REF REMOVED

NOTICE TO THE VOTER

COUNTYWIDE REFERENDUM QUESTION NO. 1 AD VALOREM TAX FOR LOCAL ECONOMIC INVESTMENT INITIATIVE has been remov from the ballot. according to the Flagler County Board of County Commissioners Resolution No. 2010-51. adopted October 4. 2010

ANY VOTE CAST FOR APPROVAL OR REJECTION OF THIS PUBLIC MEASURE WILL NOT BE COUNTED.

The elections site only goes to 2010

CITY OF PALM COAST CHARTER[1]

PREAMBLE

We, the people of Palm Coast, Florida, acting under the Constitution and Statutes of the State of Florida, in order to give us the benefits and responsibilities of self-governance, granted to each of us the opportunity for a voice in our government, and for the health, welfare and quality of life for ourselves and future generations, to provide for honest and accountable Council/Manager government, we adopt this Charter.

Art. I. Municipal powers.

The City of Palm Coast, hereinafter "City," shall be a body corporate and politic and shall have all the powers of a municipality under the Constitution and laws of the State of Florida, as fully and completely as though such powers were specifically enumerated in this Charter, unless otherwise prohibited by or contrary to the provisions of this Charter. The City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes unless expressly prohibited by law. The powers of the City shall be liberally construed in favor of the City, and specific mention of particular powers in this Charter shall not be construed as limiting in any way the general power granted in this Article.

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

Art. II. Form of government.

The City of Palm Coast shall operate under a Council-Manager form of government. The general duties of the Council (described in Art. IV) shall be to set goals and policy; the general duties of the Manager (described in Art. V) shall be to carry out the goals and policies of the Council.

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

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[1]Editor's note(s)—Ord. No. 2018-9, § 1, adopted April 3, 2018, approved proposed amendments to the Charter, which, in effect, replaced the Charter in its entirety. The former Charter had been amended by H.B. No. 527, §§ 1—2, 4—6, adopted on 5-1-02; Ord. No. 03-08, § 1, adopted on 4-15-03; Ord. No. 03-09, § 2, adopted on 5-20-03; Ord. No. 07-07, § 1, adopted on 4-3-07; Ord. No. 07-27, Exh. A, adopted on 12-18-07; Ord. No. 09-13, § 3, adopted on 6-2-09; Ord. No. 2011-9, § 2(Exh. A), adopted on 6-21-11; Ord. No. 2011-15, § 3, adopted on 8-16-11; Ord. No. 2011-03, § 2, adopted on 9-13-11; Ord. No. 2011-21, § 2, adopted on 9-13-11; Ord. No. 2013-07, § 3(Exh. A), adopted on 10-1-13; Ord. No. 2014-4, §§ 1—3, adopted on 2-4-14; Ord. No. 2014-12, § 3(Exh. A), adopted on 6-17-14; Ord. No. 2014-13, § 3(Exh. A), adopted on 6-17-14; Ord. No. 2015-01, § 2(Exhs. A1—4), adopted on 2-17-15; Ord. No. 2015-11, § 3(Exhs. A—D), adopted on 10-6-15; Ord. No. 2017-1, § 1(Exh. A), adopted on 1-17-17, and has been renumbered from §§ 1—12 to Arts. I—X, as set out herein.

Charter Review

Created: 2025-04-16 13:22:34 [EST]

Presented
Feb. 24, 2026

Art. III. Corporate limits.

The corporate limits of the City shall consist of the boundaries in the initial Charter of Palm Coast filed December 31, 1999, in the Secretary of State's office, State of Florida, and, in addition thereto, all lands annexed by the City of Palm Coast, Florida, subsequent to December 31, 1999 and prior to the effective date of this Charter. All Ordinances of annexation of the City of Palm Coast heretofore adopted and as may be adopted subsequent to the effective date of this Charter are hereby incorporated herein and the lands described in such Ordinances, together with the boundaries of the City as previously described, are hereby extended to the corporate limits of the City of Palm Coast, Florida.

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

Art. IV. City council.

(1) City Council: composition; qualifications for office.

(a) Composition.

1. There shall be a five member City Council consisting of four District members and a Mayor.
2. There shall be four districts within the City, the boundaries of which are as outlined in Article VIII. These districts shall be designated as District One, District Two, District Three, and District Four. Each of the four Council members shall run from the district in which they live, but be elected at-large; and, the Council members elected from each district shall be considered to hold Seat One, Seat Two, Seat Three, and Seat Four.
3. The Mayor shall live within the City boundaries. The Mayor shall run at-large, and be elected at-large.

(b) Qualifications for office:

1. Each candidate for office shall be a registered voter of the City.
2. Each individual seeking to qualify as a candidate for one of the four seats on the Council shall:
   a. Submit petitions supporting his/her candidacy to the Supervisor of Elections Office containing the signatures of at least 100 registered voters residing within the City(as identified in the most recent General Election Book Closing) which he/she seeks to run no later than noon on the 28th day preceding the first day of the qualifying period for the office sought or, Pay to the City Clerk a qualifying fee of 4 (four)% percent of the salary of the office he/she seeks to run for.
   b. At the time of qualification, each candidate for a Seat on the Council shall reside within the boundaries of the district that he/she seeks to run from, and shall have resided in the district for at least one year. For the length of their term, Council members shall maintain residency within the boundaries of the district from which he/she ran. In addition, candidates and city council members, shall reside at least 45 weeks in each year in the district.
3. Each individual seeking to qualify as a candidate for Mayor shall:
   a. Submit petitions supporting his/her candidacy to the Supervisor of Elections Office containing the signatures of at least 400 registered voters residing within City limits (as identified in the most recent General Election Book Closing) no later than noon on the

28th day preceding the first day of the qualifying period for the office sought; or, pay to the City Clerk a qualifying fee of 4% percent of the Mayoral salary.

b. At the time of qualification, each candidate for Mayor shall reside within the City limits, and shall have lived in the City for at least one year. For the length of the Mayor's term, the Mayor shall maintain residency within the City limits.

(2) *Terms of office.*

(a) The term of office for each District Member shall be four years.

(b) No Council member or Mayor may serve more than two four-year terms. This does not preclude an individual who had served as a council member or mayor from running for Mayor or City Councilor, respectively.

(c) Each Council member shall remain in office until his/her successor is elected and assumes the duties of the position at the first meeting of the new Council, which shall be held in accordance with City ordinance.

(3) *Powers and duties of Council.*

Except as otherwise prescribed herein or provided by law, legislative and police powers of the City shall be vested in the Council. The Council shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the City by law.

(4) *Powers and duties of the Mayor.*

(a) Powers. In addition to the regular powers invested in any other Council member, the Mayor shall: be recognized by the governor for purposes of military law; have the power to declare an emergency situation; have the power for service of process, and execution of contracts, deeds and other documents; have the power to represent the City in all agreements with other governmental entities or certifications to other governmental entities that the Council has approved.

(b) Duties. the Mayor shall: preside at meetings of the Council and be recognized as the head of City government for all ceremonial occasions. The Mayor shall have no administrative duties other than those necessary to accomplish these actions, or such other actions as may be authorized and approved by the City Council, consistent with general or special law.

(5) *The Vice-Mayor: election and duties.*

(a) Election. There shall be a Vice-Mayor elected annually by the Council from among the Council members. Such election shall take place at the first meeting after the general election, or at the organizational meeting during years when there is no election.

(b) Duties. The Vice-Mayor shall have the same legislative powers and duties as any other Council member, except that the Vice-Mayor shall serve as Acting Mayor during the absence or disability of the Mayor, and during such period, shall have the same duties as provided for in Art. IV. If the Mayor's seat is vacant, the Vice Mayor serves as Interim Mayor until a new Mayor is elected. In the absence of the Mayor and Vice-Mayor, the remaining Council members shall select a Council member to serve as Acting Mayor.

(6) *Salary and expenses.*

(a) Salary. The Council members and Mayor shall receive an annual salary increase that reflects the CPI increase received by City employees. Any increase in compensation that exceeds the CPI will need to be approved through referendum.

Charter Review

Presented
Feb. 24, 2026

(b) Expenses. The Council may provide for reimbursement of approved expenses incurred by its members while performing their official duties. Any expense that exceed 2% of a City Council member's or Mayor's salary must be approved by the City Council.

(c) Benefits. Elected officials shall not be eligible for employee benefits, including health insurance or retirement benefits.

(7) *Vacancies; censure; suspension; removal from office; recall; filling of vacancies.*

(a) Vacancies. A vacancy in the office of the Mayor or of a Council seat shall occur upon any of the following: upon the death of the incumbent; removal from office as authorized by law; resignation; appointment to other public office which creates dual office holding; judicially determined incompetence; or recall of office as herein described.

(b) Censure. The Mayor or any other Council member shall face censure as determined by a vote in the affirmative of a super majority of the Council, acting as a body, if it has been determined that he/she:

1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;

2. Is convicted of a felony, or enters a plea of guilty or *nolo contendere* to a crime punishable as a felony, even if adjudication of guilt has been withheld;

3. Is convicted of a first-degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or *nolo contendere* thereto, even if adjudication of guilt has been withheld;

4. Is found to have violated any adopted City standard of conduct or the Florida code of ethics established for public officials; or

5. Is absent from three consecutive Council business meetings or 6 business meetings within a twelve-month (12) period without being excused by the Council.

(c) Suspension from office. The Mayor or any other Council member shall be suspended from office by the Council acting as a body upon return of an indictment or charge against the Council member or Mayor with any crime that is punishable as a felony or with any crime arising out of his/her official conduct or duties which is punishable as a misdemeanor. Pursuant thereto:

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 as he/she would have been entitled to had the suspension not occurred.

(d) Removal From Office. The Council may request the Governor of Florida to remove the Mayor or any other Council member from his/her office, as determined by a vote in the affirmative of a super majority of the Council, acting as a body, after issuing multiple censures determining that he/she:

1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;

2. Is convicted of a felony, or enters a plea of guilty or *nolo contendere* to a crime punishable as a felony, even if adjudication of guilt has been withheld;

3. Is convicted of a first-degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or *nolo contendere* thereto, even if adjudication of guilt has been withheld;

4. Is found to have violated any adopted City standard of conduct or the Florida code of ethics established for public officials; or

5. Is absent from three consecutive Council business meetings or 6 business meetings within a twelve-month (12) period without being excused by the Council.

(e) Recall. The registered voters of the City, following the procedures for recall established by Florida Statute, may remove the Mayor or any member of the City Council from office.

(f) Filling of vacancies.

1. If, for any reason other than recall a vacancy occurs in the office of Mayor or 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 shall delay the appointment. Any appointments shall last until the next scheduled election in the county, be it a regular, special, or primary election, at which time the seat shall be declared open and an election held for the remainder of the original term, thus continuing the original staggering of district seats. If there is no county election within the next twelve (12) months, the Council must announce the date for a Special Election within 30 days to fill the seat.

2.

2. If a vacancy occurs as a result of a Recall Petition, such vacancy will be filled by Special Election as outlined in Florida Statute.

3. 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 twice 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 physical attendance, unless otherwise provided by law, ordinance, or stated herein. Members must be present to vote but may contribute to discussions remotely. 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 Florida Statute. The Council shall further maintain a current

codification of all ordinances. Such codification shall be recorded and be made available to the public on a continuing basis.

(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 in an executive position 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 Mayor and Council, 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 the City Manager or City Attorney. Such action shall be malfeasance within the meaning of Florida Statutes.

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

Art. V. Charter officers.

The designated Charter Officers shall be the City Manager and the City Attorney.

(1) Designated Charter Officers: appointment; removal; compensation; filling of vacancies; candidate for City office.

(a) Appointment. The Charter Officers shall be appointed by a majority vote of the full Council and shall serve at the pleasure of the Council.

(b) Evaluation. Charter officers shall be evaluated on an annual basis by the City Council.

(c) Removal. The Charter Officers shall be removed from office only by a majority vote of the full Council. If the vote is less than unanimous, the Charter Officer may, within seven days of the dismissal motion by the Council, submit to the Mayor a written request for reconsideration. Any action taken by the Council at the reconsideration hearing shall be final.

(d) Compensation. The compensation of the Charter Officers shall be fixed by the City Council in the Charter officer's contract.

(e) Filling of Vacancy. The City Council shall immediately begin the process to fill a vacancy in the Charter Office of the City Manager or City Attorney. An Acting City Manager or Acting City Attorney shall be appointed by the Council during a vacancy in office.

(f) Candidate for City Office. No Charter Officer shall be a qualified candidate for any elected office while holding his/her Charter Office position.

(2) City Manager: qualifications; residency; powers and duties. The City Manager shall be the chief Administrative Officer of the City.

(a) Qualifications. The City Manager shall be selected on the basis of experience, education, and management expertise as it pertains to running a municipal government of at least a similar size and budget to Palm Coast.

(b) Residency. Although the City Manager need not be a resident of the City at the time of appointment, within six (6) months of such appointment, he/she is encouraged to establish and maintain residency within the corporate limits of the City. At the very least, the City Manager must maintain residency within 50 miles of the City limits.

(c) Power and Duties. The City Manager shall:

1. Attend all meetings of the City Council.

2. Draw and sign vouchers upon depositories, and keep, or cause to be kept, a true and accurate account of same. Such vouchers shall be counter signed by the Mayor or by the Vice-Mayor in the event the office of Mayor is vacant. If both the Mayor and Vice Mayor offices are vacant, the Acting Mayor shall countersign such vouchers.

3. Be responsible for: signature and issuance of all licenses issued by the City; issuance of receipts for all moneys paid to the City; and deposit of said moneys in the proper depositories on the first banking day after receipt.

4. Provide administrative services as required by the Mayor and the Council.

5. Appoint a City Clerk to serve at his/her pleasure.

6. Appoint and suspend or remove any employee of the City. The City Manager may authorize any administrative officer who is subject to his/her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency within the guidelines of stated personnel policies and procedures.

7. Direct and supervise the administration of all departments, offices, and agencies of the City, except as otherwise provided by this Charter or by law.

8. See that all laws, provisions of this Charter, and acts of the Council are faithfully executed.

9. Prepare and submit annually a balanced budget, budget message with assumptions, and capital program to the Council.

10. Keep the Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City.

11. Submit to the Council, and make available to the public, a complete report on finances and administrative activities of the City as of the end of each fiscal year.

12. Sign contracts on behalf of the City to the extent authorized by the Council.

13. Perform other such duties as are specified in this Charter or as may be directed by the Council.

(3) City Attorney: qualifications; residency; powers and duties. The City Attorney shall be the chief legal officer of the City. The City Attorney may either be retained in-house, or be retained part-time under contract.

(a) Qualifications. The City Attorney shall be a member in good standing of the Florida Bar and experienced in municipal law.

(b) Residency. If retained in-house, the City Attorney shall, within six (6) months of such appointment, establish and maintain residency within the corporate limits of the City. Upon request of the City Attorney, this 6-month period may be extended by the City Council for an additional 6-month period. If City Attorney services are contracted, such attorney need not be a resident of the City.

(c) Powers and Duties. The City Attorney shall:

1. Serve as chief legal advisor to the City Council, the City Manager, and all City departments, offices, City advisory boards, and agencies.

2. If in-house; appoint, suspend or remove such assistant attorneys as may be required. If City Attorney services are contracted, the City Manager shall appoint, suspend or remove any in-house assistant attorneys as may be required. The remainder of the staff of the Office of

City Attorney shall be employees of the City, appointed, suspended, or removed under the regular personnel policies and procedures of the City.

3. The City Attorney or designee shall attend all City Council meetings unless excused by the City Council, and shall perform such professional duties as may be required by law or by the Council in furtherance of the law.

4. The City Attorney shall prepare an annual budget for the operation of the Office of the City Attorney and shall submit this budget to the City Manager for inclusion in the annual City budget, in accordance with uniform City procedures.

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

Art. VI. Budget and appropriations.

(1) *Fiscal year.* The City fiscal year shall begin on October 1 of each year and end on September 30 of the succeeding year.

(2) *Budget adoption.* The Council shall by resolution adopt a budget on or before the 30th day of September of each year. A resolution adopting the annual budget shall constitute appropriation of the amounts specified therein as expenditures from funds indicated.

(3) *Appropriation amendments during the fiscal year:* Supplemental appropriations; reduction of appropriations; transfer of appropriations; limitations; effective date; limitations to Council's contracting authority.

(a) Supplemental appropriations. If, during the fiscal year, revenues in excess of those estimated in the budget are available for appropriation, the Council may, by resolution, make supplemental appropriations for the year in an amount not to exceed such excess.

(b) Reduction of appropriations. If, at any time during the fiscal year, it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report same to the Council without delay, indicating the estimated amount of the deficit, any remedial action to be taken, and recommendations as to any other steps that should be taken. The Council shall then take such further action as it deems necessary to prevent any deficit and, for that purpose, the Council may by resolution reduce one or more appropriations accordingly.

(c) Transfer of appropriations. At any time during the fiscal year, the City Manager may transfer all or part of any unencumbered appropriation balance within a department, office, or agency of the City to other programs within the same department, office or agency. And, upon written request of the City Manager, the Council may transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another.

(d) Limitations: Effective date. No appropriation for debt service may be reduced or transferred, no appropriation may be reduced below any amount required by law to be appropriated, and no appropriation may be reduced by more than the amount of the unencumbered balance thereof. Other provisions of law to the contrary notwithstanding, the supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

(e) Limitations to Council's Contracting Authority. Unless authorized by the registered voters 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** from the General Fund.

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

Art. VII. Elections.

(1)

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

(2) *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.

(3) *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)(f) of Article IV, shall be held during the next special, scheduled, or primary election. Such election shall be for the remainder ~~2~~ of the original term.

(4) *Schedule for special elections.*

(a) If there is no election within one (1) year of a vacancy, a special election for the vacant position as outlined in paragraph (7)(f) of Article IV, shall be called within 30 days, and the City Council shall, by resolution, fix the time for holding of such election.

(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.

(5) *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) If no single candidate for an office receives a majority of the votes cast in the City primary election for that office, the two candidates for the office receiving the highest vote in the primary City election shall run again in the regular City election. Further:

1. In any primary election in which there is a tie for first place, the name of each such candidate shall be placed on the City's general election ballot.

2. 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 Flagler 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.

(6) *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(s)—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.

(1) 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 shall appoint a special commission of registered voters of the City to develop district boundaries, which may 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.

(4) *Adjustments of districts; number, commission, report, support, procedure, failure to enact, effect of enactment.*

(a) *Number of districts.* There shall be four City Council districts as described in subsection (2) of Art. VIII. These boundaries shall remain in effect until the City Council determines, based upon each decennial census, that redistricting is appropriate to ensure that the requirements of Art. VIII are accomplished and adequately monitored or until a redistricting commission is appointed. All Council district boundaries shall be based upon population data derived from the most recent decennial census.

(b) *Districting commission.* By the first day of the month following official certification notification of the decennial census to the state, the City Council shall appoint five registered voters of the City, determined from the registration for the last statewide general election, who shall comprise the districting commission. The chosen registered voters of the City shall not be employed by the City in any other capacity.

(c) *Commission report.* Within 120 days after appointment, or such earlier time as prescribed by the Council, the districting commission shall file with the official designated by the Council a report containing a recommended plan for adjustment of the council district boundaries to comply with the following specifications:

1. Each district shall be formed of compact, contiguous territory, and its boundary lines shall follow the center lines of natural and manmade separations, such as canals, streets, etc., where possible.

2. The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution and as represented in the mathematical preciseness reached in the legislative apportionment of the state.

The report shall include a map and description of the districts recommended and shall be drafted as a proposed ordinance. Once filed with the designated official, the report shall be treated as an ordinance introduced by a Council member.

(d) *Support.* It shall be the responsibility of the City Manager to provide staff assistance and technical data to the districting commission.

(e) *Procedure.* The procedure for the Council's consideration of the report shall be the same as for other ordinances, provided that any summary of the ordinance published pursuant to this Charter and general law must include both the map and a description of the recommended districts.

(f) *Failure to enact ordinance.* After receipt of the commission report, the Council shall adopt a redistricting ordinance at least 90 days before the next regular City election. If the Council fails to do so by such date, the report of the districting commission shall go into effect and have the effect of an ordinance.

(g) *Effect of enactment.*

1. [illegible] council districts and boundaries for all the purposes of the next regular City election, including qualifications.

2. The new council districts and boundaries shall supersede previous council districts and boundaries for all other purposes as of the date all Council members take office who were elected subsequent to the effective date of the new districts.

3. All district seats not up for election, but which as a result of the redistricting no longer have Council members who live within the district, shall be declared vacant for purposes of the next regularly scheduled election. Such election shall, in order to preserve the staggering of the terms, [illegible] vacant.

(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 9(2)(b) every 10 years at a minimum.

(b) *Charter Review Committee.* For any Charter review, a five-member Charter Review Committee shall be appointed. The Mayor and each council member shall appoint one Committee member. 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 to the City Council no later than the April 1 before that next general election. The

Palm Coast City Council shall hold a minimum of two public hearings on any proposed changes by the City Council or the Charter Review Committee to the Charter prior to determining whether to place any changes on the scheduled general election ballot.

(3) *Initiative and referendum.* At least 10 percent of the qualified registered voters of the City shall have the power to petition the Council to propose an ordinance or to require reconsideration of an adopted ordinance, or to propose an amendment to this Charter.[2] If the Council fails to adopt such ordinance or amendment so proposed, or to repeal such adopted ordinance, without any change in substance within 90 days, then the Council shall place the proposed ordinance or amendment, or the repeal of the adopted ordinance, on the ballot at the next general election. The procedure for such initiative or referendum shall be as established by ordinance.

(4) *Standards of conduct.* All elected officials and employees of the City shall be subject to the standards of conduct for public officers and employees set by general law. In addition, the City Council may, by ordinance, establish a code of ethics for officials and employees of the City, which may be supplemental to general law, but in no case may such an ordinance diminish the provisions of general law.

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

Art X. Severability.

If any provision of this act, or the application thereof to any person or circumstance, is held invalid, the invalidity shall not affect other provisions or applications of this act that can be given effect without the invalid provision or application, and to this end the provisions of this act are declared severable.

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

CHARTER COMPARATIVE TABLE
LAWS OF FLORIDA

This table shows the location of the sections of the basic Charter and any amendments thereto.

Laws of Fla. Chapter 1999-448	Date	Section	Section this Charter
2002-339		1—8	1—8
H. B. No. 527	5- 1-02	1	8
		2	9
		3 Rpld	10
- -		4—6 Rnbd	11—13
		as	10—12
		7 Rpld	14

Charter Review

Created: 2025-04-16 13:22:34 [EST]

Presented Feb. 24, 2026

5:46:59 All right, we got three. Okay. All right. Four. We got any anything else? No. Public participation has not happened. Jeani Duarte

5:47:08 No, it didn't. We did public participation on the consent. – Theresa Pantderi

Mayor 5:47:11 Oh, final public participation. Miss Dwarte, go right ahead. Thank you, Jeannie Dwarte. Um, ← Jeani Duarte

5:47:20 attorney Marcus Duffy, I gave you five pieces of paper.

5:47:25 Okay. Could you please point out where on these official ballot samples

5:47:32 that it says or suggests removing the mandatory special election language in the event of a mayor vacancy?

Jeani Duarte

5:47:42 And where did we approve to substitute it with a vice mayor assuming the role

5:47:49 for the duration of the term? I'll give you a minute.

5:47:54 Once you're finished with your explanation, please pass down the paperwork to the city clerk for

Jeani filing.

Mayor 5:48:08 Are you Are you done, Mr. Dorte?

Jeani 5:48:10 No, I have follow I have two more minutes.

Mayor 5:48:13 You can stand there all you want. He's not going to do anything. He recited it. August 27th, 2024.

Jeani 5:48:20 you think that there's a special election in case of a vacancy of the mayor seat. So you guys are contradicting.

Mayor 5:48:28 So the the charter is very specific about special elections for the mayor.

Jeani 5:48:32 That's not what he recited and that's not what the current charter showing. He probably wasn't reading that portion.

Mayor 5:48:37 It's further down in the charter. But are you are you done with your comment?

Jeani 5:48:41 No, I'm not. That's actually the same altered language that was given to the charter review committee.

5:48:51 They gave me a copy, too.

5:49:01 So, would you agree that the ballot, the copies of the ballots that I gave you are deceptive?

5:49:10 Where is that language that says that we removed the special election,

5:49:18 the required mandatory special election? Where did the citizens approve that?

Jean

5:49:30 It must be deceptive and you must be lying on and remember anytime you're sitting on that dis you are under oath.

5:49:37 Every one of you are under oath every time you're sitting on that dis. I'm done now. Thank you. Thank you. Any followups, city attorney?

Mayor

5:49:47 Yes. I will say this. I have been on this dis for two years now and for a year and a half, Miss Darte has pledged

City Attorney Marcus Duffy

5:49:56 stuff that are incorrect and she does not do her research. This has already been litigated. It is already done. Five

5:50:04 people up here have moved on. You need to do the same. And by the way, don't you dare try to come

City Attorney back up here. Have a litigated. Public comment is over.

Jeani 5:50:12 This seat was litigated. Miss Dwarte. Miss Dwarte. Oh no.

Mayor

5:50:16 You're about to be removed. You are you are out.

Mayor

Jeani 5:50:18 I'm more than happy to be removed. Go ahead and hit your ballot or whatever. Please remove her from the chamber. Um, so like I said, mayor,

Mayor

5:50:26 motion to adjourn. One more thing.

City Attorney Marcus Duffy

City Attorney Marcus Duffy 5:50:29 Everything you guys have done is done legally. I am not going to keep going round and round with her on this issue.

City Attorney Marcus Duffy

5:50:34 The charter has been followed. The charter committee followed everything.

5:50:38 This issue is closed and we are done with it. I've given my advice. I am moving on. Thank you, sir. Much to adjourn.

Mayor

5:50:45 Motion to Mr. Cook. I got one more for you.

Gmail Jeani Duarte <jeani3d@gmail.com>

Thank you for contacting the City of Palm Coast - thread::zFWOA1EwHo-BhQJNxXg38wl::

1 message

City of Palm Coast <customer-service2@palmcoastgov.com> Thu, Apr 9, 2026 at 2:58 PM
To: "jeani3d@gmail.com" <jeani3d@gmail.com>, "do_not_reply@palmcoastgov.com" <do_not_reply@palmcoastgov.com>

PALM COAST

The City of Palm Coast has completed your request.

Attached are the records responsive to your request. Thank you.

Good afternoon Ms. Duarte,

The amendment was specific to a vacancy in the office of a Council Member and the amendment was approved via voter referendum in 2018. The election results and associated ordinance have been attached for you.

Please Click This Link

Access Public Records Files

(please note these files will only be available for 30 days from the receipt of this email)

Reference Number: 00355170

Subject:
Records Request Mayor Vacancy Language

Description:
Please see attached records request concerning changes to our Charter about Mayor Vacancy language.
Thank you,
Jeani Duarte

Please use the reference number above should you need to reach out with any questions.

Take our Customer Service survey and let us know how we did!

City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026 **Agenda Item:** G.1

Department PARKS AND RECREATION **Division** PARKS AND RECREATION	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX APPROVING THE FACILITY USE AGREEMENT WITH PALM COAST BASEBALL, LLC

Presenter: **James Hirst, Director of Parks and Recreation**

Attachments:

1. Resolution
2. Agreement (Redlined and Clean Copy)

Background:

UPDATED BACKGROUND FROM THE MAY 5, 2026, BUSINESS MEETING:

City Council requested updates to the agreement at the May 5, 2026, Business Meeting. The updated agreement is attached to the item for Council's consideration.

ORIGINAL BACKGROUND FROM THE MAY 5, 2026, BUSINESS MEETING:

The City of Palm Coast Parks & Recreation Department, in partnership with Palm Coast Baseball, LLC, is seeking approval from City Council for a facility use agreement to host collegiate baseball games as part of the newly established Orange State League, a wooden bat league designed to provide competitive opportunities for college-level athletes.

The proposed agreement specifically pertains to the use of Baseball Field 2 at the Indian Trails Sports Complex. This facility would serve as a primary venue for league games, contributing to the activation of the complex and supporting the growth of amateur athletics within the community. The Orange State League is expected to attract players, families, and visitors to the area, providing both recreational and potential economic benefits to the City of Palm Coast.

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING THE FACILITY USE AGREEMENT WITH PALM COAST BASEBALL, LLC

RESOLUTION 2026-____
FACILITY USE AGREEMENT WITH PALM COAST BASEBALL, LLC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A FACILITY USE AGREEMENT WITH PALM COAST BASEBALL, LLC FOR HOSTING COLLEGIATE BASEBALL GAMES AT INDIAN TRAILS SPORTS COMPLEX ON BASEBALL FIELD 2; 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, Palm Coast Baseball, LLC desires to have a facility use agreement with the City of Palm Coast to host collegiate baseball games at Indian Trails Sports Complex on baseball field 2; and

WHEREAS, the City Council of the City of Palm Coast desires to have a facility use agreement with Palm Coast Baseball, LLC for the above-referenced 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 AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the facility use agreement with Palm Coast Baseball, LLC 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. 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 adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 19th 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

Attachment: Exhibit "A" Facility Use Agreement with Palm Coast Baseball, LLC

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT is made as of the __ day of _____, 2026 ("Effective Date"), by and between THE CITY OF PALM COAST, a Florida municipal corporation, whose address is 160 Lake Avenue, Palm Coast, Florida 32164 (hereinafter referred to as "City"); and Palm Coast Baseball, LLC , a Florida Limited Liability Company, whose address is 1845 Town Center Blvd, Ste 205, Fleming Island, Florida 32003 (hereinafter referred to as the "League").

RECITALS

WHEREAS, the City of Palm Coast owns and operates the Indian Trails Sports Complex (ITSC) for the benefit, recreation, and health of its residents and the general public; and

WHEREAS, the City has established policies to allow for the use of its athletic fields by organized sports leagues to promote community engagement and athletic activity; and

WHEREAS, The Players League (the "League") is an organized athletic entity seeking to provide a structured environment for Adult Baseball competition and recreation; and

WHEREAS, the City owns eight (8) fields at Indian Trails Sports Complex including batting cages, and concession stands; and

WHEREAS, the City and League desire to enter into an agreement regarding the use of ~~the~~ Baseball field # 2~~baseball/softball fields~~, and batting cages ~~, and associated concession stands~~ at ~~Holland Park and~~ the Indian Trails Sports Complex for uses related to the League's baseball activities; and

WHEREAS, the City has determined that this Agreement is in the public interest and serves and advances the public purpose,

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged the parties hereto covenant and agree as follows:

SECTION 1. AGREEMENT/USE:

A. Between June 1st ~~-~~and August 1st ~~-~~and between ~~of~~ each year during the term this Agreement, the League shall have non-exclusive rights to use ~~the existing baseball fields~~Baseball field #2, ~~including~~ and the batting cages, ~~and concession stands~~ at Indian Trails Sports Complex subject to the availability of the City's Parks and Recreation Department Master Schedule.~~.~~

.

B. The League acknowledges and agrees that its use of the Indian Trails Sports Complex is subordinate to the City's Parks and Recreation Department M~~m~~aster scheduling. The League's schedule is subject to displacement or modification by other leagues, tournaments, or organizations that have secured prior reservations through the City's Parks & Recreation Department.

C. In the event of a scheduling conflict between The League and another permitted entity, the

D. City's Parks & Recreation Director (or their designee) shall have the final and absolute authority to determine field occupancy.

~~D.~~E. The City reserves the right to preempt the League's scheduled use for City-sponsored events, emergency repairs, or special community programs, provided the City gives the League at least forty-eight (48) hours' notice, whenever practicable.

~~E.~~F. This agreement does not grant the League exclusive use of the Indian Trails Sports Complex beyond the specific field~~s~~ and times explicitly approved in the League's seasonal permit.

SECTION 2. TERM/TERMINATION: The term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date. After the three (3) year term, upon the request of the League, the City may authorize the League to use the ~~Complex,~~Baseball Field #2 subject to the conditions set forth herein, for an additional period of three (3) years. Either party may terminate this Agreement upon thirty (30) days written notice. Upon termination, all rights to the Complex revert back to the City.

SECTION 3. PERMIT FEE: The League shall pay the City's permit fee schedule as established in the City's Fee schedule for the use of the building area of real property owned by the City unless waived by the City Manager.

SECTION 4. FORCE MAJEURE: If ~~the~~ Baseball Field #2 ~~Complex~~ is rendered unsuitable for use by the League for its intended purposes by reason of force majeure, the City and the League are released from their obligations hereunder. *Force Majeure* shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions war or other act of any foreign nation, power of government, or governmental
agency or authority, terrorist act, or any other cause like or unlike any cause mentioned which is beyond the control of the City.

SECTION 5. INGRESS/EGRESS: All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the Complex shall be kept unobstructed by the League and shall not be used for any purpose other than ingress or egress to and from the Complex by the League.

SECTION 6. COPYRIGHT FEES, ROYALTIES AND OTHER LICENSES:

A. If any material, composition or name to be used or performed at the Complex is copyrighted, the League is responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. The League agrees to be fully responsible for any fees, royalties and licensees in connection therewith. The League shall advise the City of each use of such material, composition or name within ten days after such use. The League shall have the obligation to obtain any and all approvals, licenses or similar actions relating to the use of the intellectual property of others at the Complex.

B. The League acknowledges that the City of Palm Coast logo, seal, and related trademarks are the sole property of the City. The League shall not use the City of Palm Coast logo, the Parks & Recreation Department logo, or any official City "branding" on its jerseys, websites, social media, marketing materials, or trophies without express, prior written consent from the City.

C. The League shall not represent itself as an official program of the City of Palm Coast. Any promotional materials created by the League must clearly state that the League is an independent organization and that the City is providing the facility only.

D. The League may use the text “Indian Trails Sports Complex” or “Palm Coast, Florida” strictly for the purpose of identifying the location of games and events.

SECTION 7. **REVENUE RETENTION AND SPONSORSHIPS RIGHTS:**

A. ~~The League shall have the exclusive right to operate all concession stands within the designated Facility during the Term of this Agreement.~~ The League shall retain one hundred percent (100%) of all net profits generated from the sale ~~of food, beverages, and~~ of its merchandise sold at Baseball Field #2 . While the League retains all profits, it remains solely responsible for obtaining any necessary permits/licenses, payment of applicable sales taxes, and ensuring ~~the concession area~~Baseball Field #2 is returned to its original state of cleanliness at the conclusion of each use. This includes dugouts, bleachers, spectator areas, and parking lots.

B. The League shall retain one hundred percent (100%) of all revenue generated through League-solicited sponsorships, including but not limited to outfield fence banners, signage, uniform branding, digital or social media promotions, tournament naming rights.

C. The City hereby grants the League the exclusive right to charge an admission fee or sell tickets to the general public for entry into Baseball Field #2 during the hours authorized by the applicable use City permit~~Permitted Hours. defined in this Agreement.~~ This right is limited strictly to Baseball Field #2 and does not extend to common areas of the Park, such as parking lots, playgrounds, or walking trails. The League shall keep 100% of the profits from the sale of the ticket. The League is solely responsible for the logistics of ticket sales, including staffing, and security.

D. The sale, distribution, or consumption of alcoholic beverages by the League, its teams, players, officials, or spectators is strictly prohibited on or within the permitted premises, including all playing fields, dugouts, bleachers, spectator areas, and parking lots. The League shall be responsible for enforcing this restriction during all permitted hours.

SECTION 8. ABANDONED PROPERTY: Any property left in the Complex shall be deemed abandoned and shall become property of the City to be disposed of or utilized at the City’s sole discretion.

SECTION 9. REPAIRS AND MAINTENANCE/MODIFICATIONS:

A. During the term of this Agreement, the League shall maintain ~~the Complex~~Baseball Field #2 in good working order. This includes the dugouts, bleachers, spectator areas, and parking lots. The League shall be responsible for repairs to damages to these areas ~~e Complex~~ except to the extent caused by a third party using the ~~Complex~~ designated area as a result of the City’s request.

B. The League shall make no temporary or permanent modifications to ~~the Complex~~ Baseball Field #2, the dugouts, bleachers, spectator areas, and parking lots without the prior written consent of the City.

C. The League shall be responsible for supervising and enforcing the cleanliness of the permitted premises. Immediately following the conclusion of each scheduled game, the League shall ensure that Baseball Field #2, ~~is responsible for "policing" the area. d~~Dugouts, bleachers, and spectator areas ~~must be cleared of trash immediately following each game.~~are completely cleared of trash, debris, and litter.

SECTION ~~9~~10. COMPLIANCE: The League and its members agree to use and occupy the Complex in accordance with all City ordinances, codes, laws, rules and regulations including but not limited to fire codes. The League agrees that it shall be subject to all conditions of each and every grant or similar relations to which the Complex is subject, to include, but not be limited to, public use, restrictions on income and/or concessions and any and all related matters. The League shall use and occupy the Complex in a safe and careful manner and shall comply with all applicable City, State and Federal laws and rules and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force and effect relating to the Complex.

SECTION ~~10~~11. INDEMNIFICATION AND RELEASE, ETC.: The League agrees that on behalf of itself and any and all derivative claimants, of whatsoever type or nature or relationship, it understands that the City and its officers, agents and employees, assume no liability whatsoever for any personal injury or property damage or loss that the League or any derivative claimant may suffer, of whatsoever type or nature or cause, as a result of the condition or use of the Complex. The League agrees that it will indemnify, hold and save the City and its officers, agents, contractors and employees whole and harmless and defend same from and against all claims, demands, actions, damages, costs, loss, liabilities, expenses and judgments of any nature recovered from or asserted against the City on account of injury or damage or injury may be incident to, arise out of, or be caused, either proximately or remotely wholly or in part, by an act, omission, negligence or misconduct on the part of the League or any of its agents, servants, employees, contractors, patrons, guests or invitees or of any other person using the Complex, related to the Complex or when such injury or damage is the result, proximate or remote, of the use by the League or any of its agents, servants, employees, contractors, patrons, guests, or invitees of City property, or when any such injury or damage may in any other way arise from or out of the use by the League, its agents, servants, employees, contractors, patrons, guests or invitees of the Complex or associated facilities. The League covenants and agrees that in case the City shall be made party to any litigation against the League or in any litigation commenced by any party other than the League relating to this Agreement or the complex or associated facilities, then the League shall and will pay all costs and expenses, including, but not limited to, reasonable attorney's fees and court costs, incurred or imposed upon the City by virtue of any such litigation. In consideration of, and as an inducement for, the City allowing the League to use the Complex, the League, and on behalf of and for all derivative claimants including, but not limited to, any and all heirs, assigns, executors, beneficiaries, administrators and any and all other claimants or legal representatives of whatsoever nature or relationship, do hereby forever fully release, remiss, indemnify, acquit, forever discharge and hold harmless and blameless, the City and its officers, employees and agents for any personal injury or property damage, of whatsoever type or nature, that the League or any derivative claimant as set forth above, or the League's successor, or those listed above may suffer as a result of, directly or indirectly, League's use of the Complex or City property. The League assumes any and all risks, known or unknown, relative to the use of the Complex or City property and covenants on behalf of the League and all derivative claimants, as aforementioned, not to sue the City or its officers, employees and agents or any one of them or combination of them.

SECTION ~~11~~12. INSURANCE: The League further agrees to purchase at its own expense a comprehensive liability insurance policy, including public liability and property damage, written by a company licensed to do business in the State of Florida and acceptable to the City, covering the Complex, operations hereunder, and productions therein in the amount of ONE MILLION and NO/100ths DOLLARS ($1,000,000.00) for bodily injury and ONE MILLION AND NO/100ths DOLLARS ($1,000,000.00) property damage or combined single limit of ONE MILLION AND NO/100ths DOLLARS ($1,000,000.00). The City shall be named as an insured in any insurance policy required hereunder. The League shall also maintain worker's compensation insurance and such other coverage as the City may reasonably require if they engage employees other than volunteers. The League agrees that the insurance purchased hereunder shall be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. A certificate evidencing the existence of insurance as required under this Agreement shall be
delivered to the City no later than ten (10) days prior to execution of this Agreement and annually thereafter. Each such certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving the ten days written notice to the City. Providing and maintaining insurance coverage is a material term of this Agreement. The City may require that the League procure additional levels of insurance on a periodic basis in order to protect the City at an equivalent level with consideration being given to economic conditions, inflation and other pertinent conditions.

SECTION ~~12~~13. PERSONAL/NO ASSIGNMENT: This Agreement is personal and the League shall not assign this Agreement nor sublet the Complex or any part without the prior written consent of the City.

SECTION ~~13~~14. TAXES: The City shall not be responsible for the payment of any taxes arising out of or connected the use of the Complex by the League. The League shall be responsible and be required to pay upon demand to the City an amount sufficient to discharge all taxes which may arise from or in connection with the League's use of the complex.

SECTION ~~14~~15. EQUAL ACCESS: The use of the Complex is subject to its use not being implemented in a discriminatory manner and, to that end, no person shall be denied the equal privileges and enjoyment of having access and use of the Complex on the basis of race, color, national origin, religion, age, veteran's status, sex or disability.

SECTION ~~15~~16. RELATIONSHIP OF THE PARTIES: It is agreed that the League, its promoters, its members, its agents and its employees are independent contractors and have no employment relationship and no joint venture nor partnership with the City with respect to the subject matter of this Agreement.

SECTION ~~16~~17. GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of Florida, which shall also be the forum for any lawsuit arising from or incident to this Agreement.

SECTION ~~17~~18. PROGRAM PUBLICITY: Any and all news releases, signs, or other types of publicity pertaining to the League's activities at the Complex shall recognize the City as a participating entity and represent the City in a positive and favorable light. All such materials shall be subject to the City's prior written approval.

SECTION ~~18~~19. DISCLAIMER OF THIRD PARTY BENEFICIARIES: This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action

shall accrue by reason hereof to or for the benefit of any other third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns as set forth herein.

SECTION ~~19~~20. LIABILITY: To the fullest extent permitted by law, the League shall indemnify, hold harmless and defend the City, its agents, servants, employees and officers, or any of them, from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative and legal support services and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of this Agreement. Nothing herein shall be deemed to affect the rights, privileges and immunities of the City as set forth in Section 786.28, *Florida Statues*. In claims against any person or entity indemnified under this Section by an employee of the League or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the League or its agents or subcontractors, under Workers' compensation acts, disability benefits acts or other employee benefit acts.

SECTION ~~20~~21. DEFAULT: (a) In the event of default by the League, the City shall be entitled to any and all legal remedies available under Florida law. (b) In the event of default by the City, the League shall be entitled to any and all legal remedies available under Florida law. (c) Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party fifteen (15) days from the date of receipt to cure such defaults. If either party terminates this Agreement prior to the expiration of the initial fifteen (15) day period, it shall not be entitled to compensation in any respect under this Agreement.

SECTION ~~21~~22. NOTICES: Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party's name below, or at such other address as the party shall specify by written notice to the other party delivered in accordance herewith.

League:	**City:**
Attn: Alec Allred	City Manager
1845 Town Center Blvd, Ste 205	160 Lake Avenue
Fleming Island, FL 32003	Palm Coast, Florida 32164

SECTION ~~22~~23. TIME OF THE ESSENCE: Time is hereby declared essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION ~~23~~24. VENUE: Venue for any legal proceeding related to this Agreement shall be in Flagler County, Florida.

SECTION ~~24~~25. COMPLIANCE WITH LAWS AND REGULATIONS: The League shall obtain and possess, throughout the term of this Agreement, all licenses and permits

applicable to its operations under Federal, State and local laws and shall comply with all fire, health and other applicable regulatory codes.

SECTION ~~25~~26. ATTORNEYS FEES: If it becomes necessary to institute legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable attorneys fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal or otherwise.

SECTION ~~26~~27. EFFECTIVE DATE: This Agreement shall take effect when adopted by the City and the League and fully executed by their duly authorized representatives.

SECTION ~~27~~28. NONDISCRIMINATION: The League agrees that it will not discriminate against any employee or applicant for employment for work or recreation activity participant under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The League, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder and any and all requirements of State law related thereto.

SECTION ~~28~~29. FAILURE TO ENFORCE NOT WAIVER OF RIGHT: Failure by the City to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.

SECTION ~~29~~30. CONFLICT OF INTEREST: The League agrees that it will not engage in any action that would create or cause a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government or create or cause a violation of said provisions of law by an officer, employee or agent of the City.

SECTION ~~30~~31. FURTHER DOCUMENTS: Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and this as may be necessary or desirable to carry out the purpose of this Agreement.

SECTION ~~31~~32. CAPTIONS: Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, or any provision hereto.

SECTION ~~32~~33. INTERPRETATION: The City and the League agree that all words, terms and conditions contained herein are to be read in concert, each with the other and that a provision contained under a heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement is the result of a *bona fide* arms length negotiation between the City and the League and all parties have contributed substantially and materially to the preparation of the Agreement. This Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both parties have contributed to the drafting of this Agreement. All provisions of this Agreement shall be read and applied in *pari~~a~~ materia* with all other provisions hereof.

SECTION ~~33~~34. MODIFICATION: This Agreement may not be amended, changes or modified and material provisions hereunder may not be waived, except by a written document of equal dignity herewith, approved by the City Council of the City and the League and executed by all parties to this Agreement.

SECTION ~~34~~35. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION ~~35~~36. ENTIRE AGREEMENT: This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

SECTION ~~36~~37. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. The assignment of the rights or obligations of the parties may no occur and is prohibited unless the other party expresses its written consent to such an assignment. 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 signatories hereof represent that they have the requisite and legal authority to execute this Agreement and bind the respective parties herein.

SECTION ~~37~~38. PUBLIC RECORDS:

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 the League 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, the League 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 the League 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 the League or keep and maintain public records required by City to perform the Services herein. If the League transfers all public records to City upon completion of the Agreement, the League shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If League keeps and

maintains public records upon completion of the Agreement, League 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, League 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 LEAGUE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LEAGUE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: KALEY COOK, CITY CLERK, AT 386-986-3715, kcook@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

SECTION ~~38~~39. 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 provided that the public interest is served by the continuation of the implementation of the Agreement.

SECTION ~~39~~40. EXHIBITS: All exhibits, if any, attached to this Agreement are hereby incorporated into this Agreement by this reference thereto as if fully set forth in the text of this Agreement verbatim.

IN WITNESS WHEREOF, the parties the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST	**Palm Coast Baseball, LLC**
By: _____	By: _____
Print:	Print Name: _____
Title: City Manager	Title: _____

Date: _____ Date: _____

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT is made as of the __ day of _____, 2026 ("Effective Date"), by and between THE CITY OF PALM COAST, a Florida municipal corporation, whose address is 160 Lake Avenue, Palm Coast, Florida 32164 (hereinafter referred to as "City"); and Palm Coast Baseball, LLC , a Florida Limited Liability Company, whose address is 1845 Town Center Blvd, Ste 205, Fleming Island, Florida 32003 (hereinafter referred to as the "League").

RECITALS

WHEREAS, the City of Palm Coast owns and operates the Indian Trails Sports Complex (ITSC) for the benefit, recreation, and health of its residents and the general public; and

WHEREAS, the City has established policies to allow for the use of its athletic fields by organized sports leagues to promote community engagement and athletic activity; and

WHEREAS, The Players League (the "League") is an organized athletic entity seeking to provide a structured environment for Adult Baseball competition and recreation; and

WHEREAS, the City owns eight (8) fields at Indian Trails Sports Complex including batting cages, and concession stands; and

WHEREAS, the City and League desire to enter into an agreement regarding the use of Baseball field # 2, and batting cages at the Indian Trails Sports Complex for uses related to the League's baseball activities; and

WHEREAS, the City has determined that this Agreement is in the public interest and serves and advances the public purpose,

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged the parties hereto covenant and agree as follows:

SECTION 1. AGREEMENT/USE:

A. Between June 1st and August 1st and between each year during the term this Agreement, the League shall have non-exclusive rights to use Baseball field #2, and the batting cages, at Indian Trails Sports Complex subject to the availability of the City's Parks and Recreation Department Master Schedule.

.

B. The League acknowledges and agrees that its use of the Indian Trails Sports Complex is subordinate to the City's Parks and Recreation Department Master scheduling. The League's schedule is subject to displacement or modification by other leagues, tournaments, or organizations that have secured prior reservations through the City's Parks & Recreation Department.

C. In the event of a scheduling conflict between The League and another permitted entity, the City's Parks & Recreation Director (or their designee) shall have the final and absolute

authority to determine field occupancy.

D. The City reserves the right to preempt the League's scheduled use for City-sponsored events, emergency repairs, or special community programs, provided the City gives the League at least forty-eight (48) hours' notice, whenever practicable.

E. This agreement does not grant the League exclusive use of the Indian Trails Sports Complex beyond the specific field and times explicitly approved in the League's seasonal permit.

SECTION 2. TERM/TERMINATION: The term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date. After the three (3) year term, upon the request of the League, the City may authorize the League to use the Baseball Field #2 subject to the conditions set forth herein, for an additional period of three (3) years. Either party may terminate this Agreement upon thirty (30) days written notice. Upon termination, all rights to the Complex revert back to the City.

SECTION 3. PERMIT FEE: The League shall pay the City's permit fee schedule as established in the City's Fee schedule for the use of the building area of real property owned by the City unless waived by the City Manager.

SECTION 4. FORCE MAJEURE: If Baseball Field #2 is rendered unsuitable for use by the League for its intended purposes by reason of force majeure, the City and the League are released from their obligations hereunder. *Force Majeure* shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions war or other act of any foreign nation, power of government, or governmental agency or authority, terrorist act, or any other cause like or unlike any cause mentioned which is beyond the control of the City.

SECTION 5. INGRESS/EGRESS: All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the Complex shall be kept unobstructed by the League and shall not be used for any purpose other than ingress or egress to and from the Complex by the League.

SECTION 6. COPYRIGHT FEES, ROYALTIES AND OTHER LICENSES:

A. If any material, composition or name to be used or performed at the Complex is copyrighted, the League is responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. The League agrees to be fully responsible for any fees, royalties and licensees in connection therewith. The League shall advise the City of each use of such material, composition or name within ten days after such use. The League shall have the obligation to obtain any and all approvals, licenses or similar actions relating to the use of the intellectual property of others at the Complex.

B. The League acknowledges that the City of Palm Coast logo, seal, and related trademarks are the sole property of the City. The League shall not use the City of Palm Coast logo, the Parks & Recreation Department logo, or any official City "branding" on its jerseys, websites, social media, marketing materials, or trophies without express, prior written consent from the City.

C. The League shall not represent itself as an official program of the City of Palm Coast. Any promotional materials created by the League must clearly state that the League is an independent

organization and that the City is providing the facility only.

D. The League may use the text “Indian Trails Sports Complex” or “Palm Coast, Florida” strictly for the purpose of identifying the location of games and events.

SECTION 7. **REVENUE RETENTION AND SPONSORSHIPS RIGHTS:**

A. The League shall retain one hundred percent (100%) of all net profits generated from the sale of its merchandise sold at Baseball Field #2 . While the League retains all profits, it remains solely responsible for obtaining any necessary permits/licenses, payment of applicable sales taxes, and ensuring Baseball Field #2 is returned to its original state of cleanliness at the conclusion of each use. This includes dugouts, bleachers, spectator areas, and parking lots.

B. The League shall retain one hundred percent (100%) of all revenue generated through League-solicited sponsorships, including but not limited to outfield fence banners, signage, uniform branding, digital or social media promotions, tournament naming rights.

C. The City hereby grants the League the exclusive right to charge an admission fee or sell tickets to the general public for entry into Baseball Field #2 during the hours authorized by the applicable use City permit. This right is limited strictly to Baseball Field #2 and does not extend to common areas of the Park, such as parking lots, playgrounds, or walking trails. The League shall keep 100% of the profits from the sale of the ticket. The League is solely responsible for the logistics of ticket sales, including staffing, and security.

D. The sale, distribution, or consumption of alcoholic beverages by the League, its teams, players, officials, or spectators is strictly prohibited on or within the permitted premises, including all playing fields, dugouts, bleachers, spectator areas, and parking lots. The League shall be responsible for enforcing this restriction during all permitted hours.

SECTION 8. ABANDONED PROPERTY: Any property left in the Complex shall be deemed abandoned and shall become property of the City to be disposed of or utilized at the City’s sole discretion.

SECTION 9. REPAIRS AND MAINTENANCE/MODIFICATIONS:

A. During the term of this Agreement, the League shall maintain Baseball Field #2 in good working order. This includes the dugouts, bleachers, spectator areas, and parking lots. The League shall be responsible for repairs to damages to these areas except to the extent caused by a third party using the designated area as a result of the City’s request.

B. The League shall make no temporary or permanent modifications to Baseball Field #2, the dugouts, bleachers, spectator areas, and parking lots without the prior written consent of the City.

C. The League shall be responsible for supervising and enforcing the cleanliness of the permitted premises. Immediately following the conclusion of each scheduled game, the League shall ensure that Baseball Field #2, dugouts, bleachers, and spectator areas are completely cleared of trash, debris, and litter.

SECTION 10. COMPLIANCE: The League and its members agree to use and occupy the Complex in accordance with all City ordinances, codes, laws, rules and regulations including

but not limited to fire codes. The League agrees that it shall be subject to all conditions of each and every grant or similar relations to which the Complex is subject, to include, but not be limited to, public use, restrictions on income and/or concessions and any and all related matters. The League shall use and occupy the Complex in a safe and careful manner and shall comply with all applicable City, State and Federal laws and rules and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force and effect relating to the Complex.

SECTION 11. INDEMNIFICATION AND RELEASE, ETC.: The League agrees that on behalf of itself and any and all derivative claimants, of whatsoever type or nature or relationship, it understands that the City and its officers, agents and employees, assume no liability whatsoever for any personal injury or property damage or loss that the League or any derivative claimant may suffer, of whatsoever type or nature or cause, as a result of the condition or use of the Complex. The League agrees that it will indemnify, hold and save the City and its officers, agents, contractors and employees whole and harmless and defend same from and against all claims, demands, actions, damages, costs, loss, liabilities, expenses and judgments of any nature recovered from or asserted against the City on account of injury or damage or injury may be incident to, arise out of, or be caused, either proximately or remotely wholly or in part, by an act, omission, negligence or misconduct on the part of the League or any of its agents, servants, employees, contractors, patrons, guests or invitees or of any other person using the Complex, related to the Complex or when such injury or damage is the result, proximate or remote, of the use by the League or any of its agents, servants, employees, contractors, patrons, guests, or invitees of City property, or when any such injury or damage may in any other way arise from or out of the use by the League, its agents, servants, employees, contractors, patrons, guests or invitees of the Complex or associated facilities. The League covenants and agrees that in case the City shall be made party to any litigation against the League or in any litigation commenced by any party other than the League relating to this Agreement or the complex or associated facilities, then the League shall and will pay all costs and expenses, including, but not limited to, reasonable attorney's fees and court costs, incurred or imposed upon the City by virtue of any such litigation. In consideration of, and as an inducement for, the City allowing the League to use the Complex, the League, and on behalf of and for all derivative claimants including, but not limited to, any and all heirs, assigns, executors, beneficiaries, administrators and any and all other claimants or legal representatives of whatsoever nature or relationship, do hereby forever fully release, remiss, indemnify, acquit, forever discharge and hold harmless and blameless, the City and its officers, employees and agents for any personal injury or property damage, of whatsoever type or nature, that the League or any derivative claimant as set forth above, or the League's successor, or those listed above may suffer as a result of, directly or indirectly, League's use of the Complex or City property. The League assumes any and all risks, known or unknown, relative to the use of the Complex or City property and covenants on behalf of the League and all derivative claimants, as aforementioned, not to sue the City or its officers, employees and agents or any one of them or combination of them.

SECTION 12. INSURANCE: The League further agrees to purchase at its own expense a comprehensive liability insurance policy, including public liability and property damage, written by a company licensed to do business in the State of Florida and acceptable to the City, covering the Complex, operations hereunder, and productions therein in the amount of ONE MILLION and NO/100ths DOLLARS ($1,000,000.00) for bodily injury and ONE MILLION AND NO/100ths DOLLARS ($1,000,000.00) property damage or combined single limit of ONE MILLION AND NO/100ths DOLLARS ($1,000,000.00). The City shall be named as an insured in any insurance policy required hereunder. The League shall also maintain worker's

compensation insurance and such other coverage as the City may reasonably require if they engage employees other than volunteers. The League agrees that the insurance purchased hereunder shall be primary coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity. A certificate evidencing the existence of insurance as required under this Agreement shall be
delivered to the City no later than ten (10) days prior to execution of this Agreement and annually thereafter. Each such certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving the ten days written notice to the City. Providing and maintaining insurance coverage is a material term of this Agreement. The City may require that the League procure additional levels of insurance on a periodic basis in order to protect the City at an equivalent level with consideration being given to economic conditions, inflation and other pertinent conditions.

SECTION 13. PERSONAL/NO ASSIGNMENT: This Agreement is personal and the League shall not assign this Agreement nor sublet the Complex or any part without the prior written consent of the City.

SECTION 14. TAXES: The City shall not be responsible for the payment of any taxes arising out of or connected the use of the Complex by the League. The League shall be responsible and be required to pay upon demand to the City an amount sufficient to discharge all taxes which may arise from or in connection with the League's use of the complex.

SECTION 15. EQUAL ACCESS: The use of the Complex is subject to its use not being implemented in a discriminatory manner and, to that end, no person shall be denied the equal privileges and enjoyment of having access and use of the Complex on the basis of race, color, national origin, religion, age, veteran's status, sex or disability.

SECTION 16. RELATIONSHIP OF THE PARTIES: It is agreed that the League, its promoters, its members, its agents and its employees are independent contractors and have no employment relationship and no joint venture nor partnership with the City with respect to the subject matter of this Agreement.

SECTION 17. GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of Florida, which shall also be the forum for any lawsuit arising from or incident to this Agreement.

SECTION 18. PROGRAM PUBLICITY: Any and all news releases, signs, or other types of publicity pertaining to the League's activities at the Complex shall recognize the City as a participating entity and represent the City in a positive and favorable light. All such materials shall be subject to the City's prior written approval.

SECTION 19. DISCLAIMER OF THIRD PARTY BENEFICIARIES: This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any other third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, successors and assigns as set forth herein.

SECTION 20. LIABILITY: To the fullest extent permitted by law, the League shall indemnify, hold harmless and defend the City, its agents, servants, employees and officers, or

any of them, from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative and legal support services and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of this Agreement. Nothing herein shall be deemed to affect the rights, privileges and immunities of the City as set forth in Section 786.28, *Florida Statues*. In claims against any person or entity indemnified under this Section by an employee of the League or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the League or its agents or subcontractors, under Workers' compensation acts, disability benefits acts or other employee benefit acts.

SECTION 21. DEFAULT: (a) In the event of default by the League, the City shall be entitled to any and all legal remedies available under Florida law. (b) In the event of default by the City, the League shall be entitled to any and all legal remedies available under Florida law. (c) Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party fifteen (15) days from the date of receipt to cure such defaults. If either party terminates this Agreement prior to the expiration of the initial fifteen (15) day period, it shall not be entitled to compensation in any respect under this Agreement.

SECTION 22. NOTICES: Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party's name below, or at such other address as the party shall specify by written notice to the other party delivered in accordance herewith.

League:	**City:**
Attn: Alec Allred	City Manager
1845 Town Center Blvd, Ste 205	160 Lake Avenue
Fleming Island, FL 32003	Palm Coast, Florida 32164

SECTION 23. TIME OF THE ESSENCE: Time is hereby declared essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 24. VENUE: Venue for any legal proceeding related to this Agreement shall be in Flagler County, Florida.

SECTION 25. COMPLIANCE WITH LAWS AND REGULATIONS: The League shall obtain and possess, throughout the term of this Agreement, all licenses and permits applicable to its operations under Federal, State and local laws and shall comply with all fire, health and other applicable regulatory codes.

SECTION 26. ATTORNEYS FEES: If it becomes necessary to institute legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable attorneys fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal or otherwise.

SECTION 27. EFFECTIVE DATE: This Agreement shall take effect when adopted by the City and the League and fully executed by their duly authorized representatives.

SECTION 28. NONDISCRIMINATION: The League agrees that it will not discriminate against any employee or applicant for employment for work or recreation activity participant under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The League, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder and any and all requirements of State law related thereto.

SECTION 29. FAILURE TO ENFORCE NOT WAIVER OF RIGHT: Failure by the City to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.

SECTION 30. CONFLICT OF INTEREST: The League agrees that it will not engage in any action that would create or cause a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government or create or cause a violation of said provisions of law by an officer, employee or agent of the City.

SECTION 31. FURTHER DOCUMENTS: Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and this as may be necessary or desirable to carry out the purpose of this Agreement.

SECTION 32. CAPTIONS: Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, or any provision hereto.

SECTION 33. INTERPRETATION: The City and the League agree that all words, terms and conditions contained herein are to be read in concert, each with the other and that a provision contained under a heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement is the result of a *bona fide* arms length negotiation between the City and the League and all parties have contributed substantially and materially to the preparation of the Agreement. This Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both parties have contributed to the drafting of this Agreement. All provisions of this Agreement shall be read and applied in *pari materia* with all other provisions hereof.

SECTION 34. MODIFICATION: This Agreement may not be amended, changes or modified and material provisions hereunder may not be waived, except by a written document of equal dignity herewith, approved by the City Council of the City and the League and executed by all parties to this Agreement.

SECTION 35. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 36. ENTIRE AGREEMENT: This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

SECTION 37. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. The assignment of the rights or obligations of the parties may no occur and is prohibited unless the other party expresses its written consent to such an assignment. 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 signatories hereof represent that they have the requisite and legal authority to execute this Agreement and bind the respective parties herein.

SECTION 38. PUBLIC RECORDS:

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 the League 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, the League 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 the League 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 the League or keep and maintain public records required by City to perform the Services herein. If the League transfers all public records to City upon completion of the Agreement, the League shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If League keeps and maintains public records upon completion of the Agreement, League 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, League 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 LEAGUE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LEAGUE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: KALEY COOK, CITY CLERK, AT 386-986-3715, kcook@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

SECTION 39. 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 provided that the public interest is served by the continuation of the implementation of the Agreement.

SECTION 40. EXHIBITS: All exhibits, if any, attached to this Agreement are hereby incorporated into this Agreement by this reference thereto as if fully set forth in the text of this Agreement verbatim.

IN WITNESS WHEREOF, the parties the Parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST	**Palm Coast Baseball, LLC**
By: _____	By: _____
Print:	Print Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026 **Agenda Item:** G.2

Department	COMMUNITY DEVELOPMENT	**Amount**	**$**0
Division	PLANNING	**Org/Account #**	21097011-061000-54621

Subject: RESOLUTION 2026-XX APPROVING A RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT WITH JRB-PC, LLC

Presenter: **Virginia Smith, MMC, CP, ACP, Land Management Administrator**

Attachments:

1. Resolution
2. Contract for ROW Purchase and Sale

Background:

JRB-PC, LLC is the property owner of Parcel ID 07-11-31-7063-RP0J2-0000, located at the corner of Belle Terre Blvd. and SR 100. As part of their commercial development, the city requires a portion of this parcel, 12 feet for road right-of-way along Belle Terre Blvd. This will be for a receiving lane to improve the intersection of Belle Terre Boulevard and SR 100.

The City has agreed to provide future transportation impact fees credits to JRB-PC, LLC in exchange for the property, in an amount not to exceed $410,000.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING A RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT WITH JRB-PC, LLC

RESOLUTION 2026-
PURCHASE OF RIGHT-OF-WAY
JRB-PC, LLC PROPERTY

A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT FOR PURCHASE AND SALE WITH JRB-PC, LLC; 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, JRB-PC, LLC (hereafter known as Property Owner) are willing to sell a portion of their property located along Belle Terre Parkway, Parcel ID #07-11-31-7063-RP0J2-0000 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 JRB-PC, LLC, 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 19th 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

Attachment: Exhibit “A” -Purchase and Sale Contract with JRB-PC, LLC

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ROW PURCHASE AGREEMENT

SELLER: JRB-PC, LLC, 3948 3rd Street, South, #35, Jacksonville, FL 32250 (the "Seller")

BUYER: CITY OF PALM COAST, 160 Lake Avenue, Palm Coast, FL 32164 (the "Buyer")

EFFECTIVE DATE: Date of the last signature

Buyer and Seller hereby agree that Seller shall sell, and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property: the twelve-foot (12) right-of-way ("ROW") along Belle Terre Boulevard, as further detailed and described in Exhibit "A" attached hereto and made a part hereof (the "Property").

a. Interest in the Property Being Purchased: Fee Simple
b. Property Purpose: Use as right-of-way:

II. Purchase Price:

The parties agree that Seller shall donate all of its rights, title, and interest in the Property to the Buyer as to a portion of parcel identification number 07-11-31-7063-RP0J2-0000 via a Special Warranty deed in exchange for transportation impact fee credits in an amount not to exceed $410,000.00 to Seller.

III. Conditions and Limitations:

a. Seller is responsible for all taxes due on the Property prior to the Closing (as defined below) but not including the day of Closing and thereafter.
b. Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer, in Buyer's commercially reasonable discretion. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing which are a direct result of the actions of Seller. This paragraph will survive Closing for five (5) years.
c. Seller shall maintain the Property until the day of Closing. The Property shall be maintained in the same or similar condition existing on the Effective Date, except for reasonable wear and tear. Seller shall have the option, but not the obligation, to maintain the Property after Closing, in accordance with the terms of this agreement.
d. Seller and Buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
e. Environmental Status. Seller warrants and represents to Buyer that as of the Closing date, to the best of Seller's actual knowledge and without duty of inquiry (i) the Property

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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.

f. Inspection Period., After the Effective Date of this agreement and prior to Closing, 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, and upon reasonable notice to Seller, with the right, at Buyer's sole 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 herein t. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the sole 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. In the event this transaction does not close, Buyer will repair all damage to the property resulting from Buyer's inspections and return the Property to the condition it was prior to conduct of the inspections.

g. The Property is being sold "**AS IS**." Seller does not make any claims, warranties, representations or promises about the condition, quality or value of the Property included in this sale except as set forth in this agreement. The Buyer has inspected the Property, or may inspect the Property during the Inspection Period, and solely relies on its inspection, any rights it is afforded herein, and the statements of Seller only as provided for herein. This paragraph will survive Closing for five (5) years.

h. Easement. After Closing, Seller shall retain a perpetual, non-exclusive access easement across the Property (the "Easement") for the benefit of Seller, Seller's successors, assigns, agents, employees, contractors, and invitees. For avoidance of doubt, Seller shall be permitted to use any driveways built on the Property for purposes of access to its adjacent development, now or hereafter existing. The Easement shall permit Seller to reasonably access, use, install, maintain, repair, and replace any underground utilities, infrastructure, or improvements located below, under, and across the Property. The

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Easement rights granted herein shall not unreasonably interfere with Buyer's use and enjoyment of the Property and Seller shall, at Seller's sole cost and expense, promptly restore any physical damage or alteration to the physical condition of the Property that results from Seller's exercise of rights under this Easement.

i. Maintenance. After completion of the 12-foot right-of-way (ROW) improvements and transfer of ownership, the Buyer shall be responsible for maintaining the ROW. The Seller shall maintain the property located at the conjunction of the crossings to ensure safe and adequate ingress and egress. Once the Buyer has completed the ROW improvements, the Seller retains the right, but not the obligation, to maintain the Property in a clean and first-class condition, including necessary landscaping, if the Seller determines that the Buyer's standard maintenance practices do not meet the Seller's desired aesthetic or operational appeal at Seller's sole expense.

j. Use Prior to ROW Construction. After Closing, Seller shall have the right to reasonably use the Property, as needed for the construction of the development on its adjacent property, up and until the time Buyer commences construction of the ROW widening on the Property. After the Buyer's construction of the ROW commences, Seller's right under this section (j) shall cease.

k. Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on the delivery by Seller of an executed Public Disclosure Affidavit in accordance with Section 286.23, Florida Statutes.

IV. Closing Date:

The closing (the "Closing") will occur no later than 60 days after approval is obtained by the City Council of the City of Palm Coast, Florida approving the transaction contemplated herein.

V. Acknowledgement:

Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

THIS SPACE LEFT BLANK

SIGNATURE PAGE TO FOLLOW

[SIGNATURE PAGE TO ROW PURCHASE AGREEMENT]

Docusign Envelope ID: 0DDCEBA9-025E-8FED-83ED-FD7405DF20B2

Seller(s):

DocuSigned by:
RANDY BAUGH
3658372D71254E7...

Signature
Print Name: RANDY BAUGH
Title: president
Date: Apr 28, 2026 | 7:58 AM PDT

Signature:
Print Name:
Title:

City (Buyer):

Mike McGlothlin, City Manager

Attest:
Kaley Cook, City Clerk
Date:

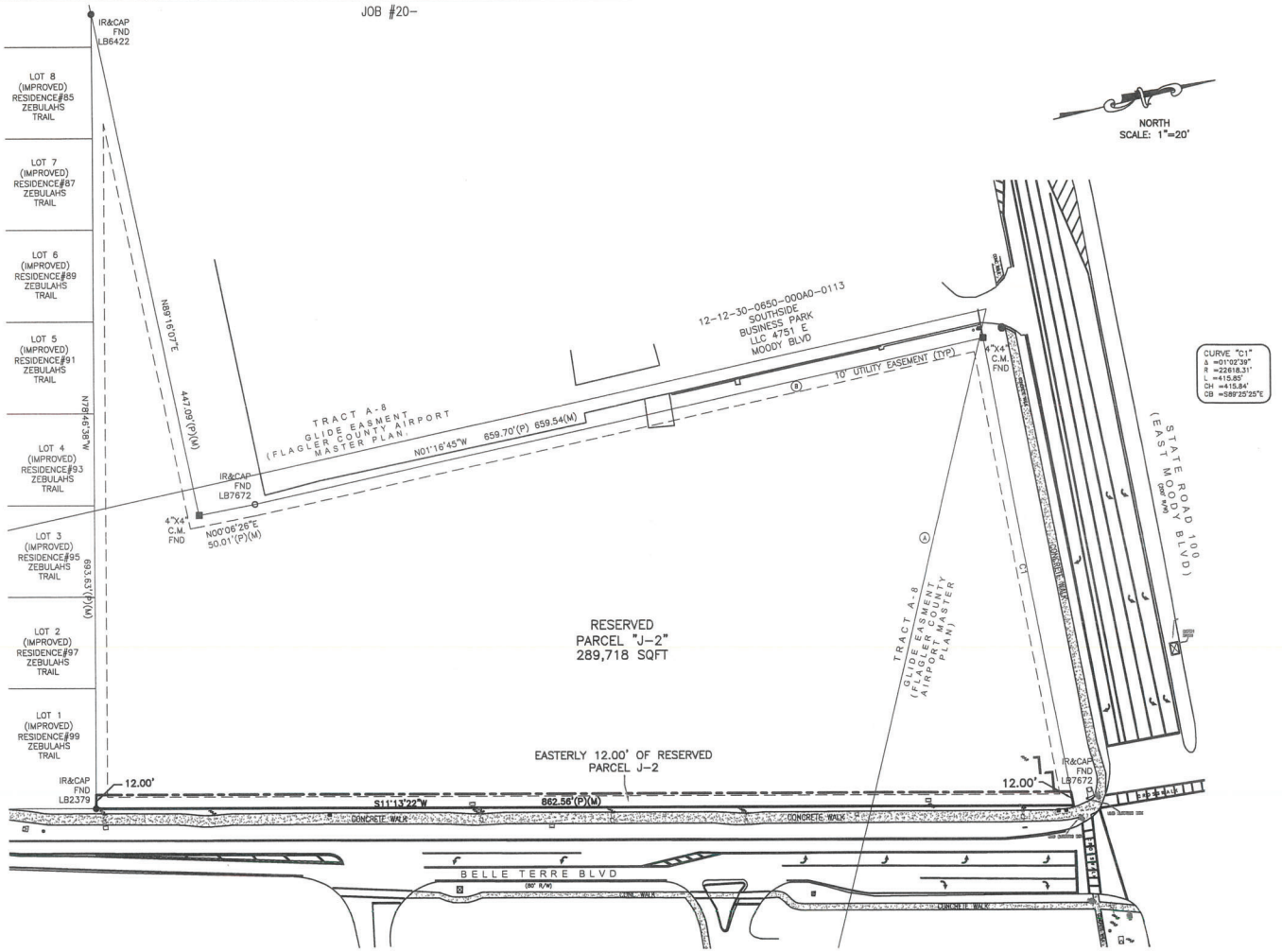
(SEAL)

Docusign Envelope ID: 0DDCEBA9-025E-8FED-83ED-FD7405DF20B2

EXHIBIT “A”
NON-EXCLUSIVE ACCESS EASEMENT

ADDRESS: RESERVED PARCEL J-2
CERTIFICATIONS:
1.

JOB #20-



DESCRIPTION:

A PORTION OF THE RESERVED PARCEL "J-2" RECORDED IN THE ZEBULAH'S TRAIL SECTION 63, PALM COAST, RECORDED IN MAP BOOK 18, PAGES 24 THROUGH 35, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS THE EASTERLY 12.00' FEET OF RESERVED PARCEL "J-2" PARALLEL TO BELLE TERRE BOULEVARD. THE INTENT OF THIS PORTION BEING RESERVED IS FOR FDOT FUTURE ROADWAY EXPANSION OF BELLE TERRE BOULEVARD.

NOTES:

1. The entire map encompassing this survey is recorded in Map Book 18, Pages 24.
2. Description INTENT provided by client.
3. No search for encumbering instruments was made by surveyor.
4. Error of closure meets or exceeds 1:7500 feet.
5. RESERVATION IS TO BE RETAINED FOR FDOT ROADWAY EXPANSION.
6. NO FIELD WORK PERFORMED OR CORNERS SET PERTAINING TO THE SKETCH AND LEGAL DESCRIPTION

TYPE OF SURVEY: SKETCH AND LEGAL DESCRIPTION

NOTE: THIS SURVEY IS VALID NO MORE THAN 90 DAYS FROM DATE OF LAST FIELD WORK

CLIENT INFO

DEVELOPMENT CONSULTANTS INC.
3948 3RD STREET SOUTH #35
JACKSONVILLE BEACH, FL 32250 US

JOB TYPE:	FIELD DATE	OFFICE DATE	JOB NO.	BY:
SKETCH/LEGAL	00/00/00	12/08/25	25-	HAW
Site Plan				
House Stake				
Formboard				
Foundation				
Final				

LEGEND:

○ IR	1/2" Iron Rod set "LB7672"	O.R.	Official Records Book	PC	Point of Curvature	C.B.S.	Concrete Block & Stucco
● IR	5/8" Iron Rod found	PG.	Page	PRC	Point of Reverse Curvature	Conc.	Concrete
● IP	1/2" Iron Pipe	(D)	Deed Bearing & Distance	N.R.	Non-Radial Curve	C/S	Concrete Slab
○ N/D	Nail and Disk set "LB7672"	(P)	Plat Bearing & Distance	PT	Point of Tangency	EQP	Pool Equipment Pad
● N/D	Nail and Disk found	(M)	Measured Bearing & Distance	PI	Point of Intersection	PEP	Pretreatment Effluent Pumping Tank
◉ PCP	Permanent Control Point	(C)	Calculated Bearing & Distance	U.E.	Utility Easement	O/E	Overhead Electric
□ CM	Concrete Monument set	C/L	Center Line	D.E.	Drainage Easement	P/P	Power Pole
■ CM	Concrete Monument found	E/P	Edge of Pavement	L.E.	Landscape Easement	(M)	Manhole
PRM	Permanent Reference Monument	E/R	Edge of Road	N.G.V.D.	National Geodetic Vertical Datum	T	Telephone Riser
FND	Found	R/W	Right of Way	N.A.V.D.	North American Vertical Datum	CATV	Cable Television Riser
LB	Licensed Business	Δ	Delta	B.M.	Bench Mark	FO	Fiber Optic Riser
LS	Licensed Surveyor	R	Radius	T.B.M.	Temporary Bench Mark	WM	Water Meter
PSM	Professional Surveyor & Mapper	L	Length	TOB	Top Of Bank	EM	Electric Meter
		CB	Chord Bearing	TOE	TOE of slope		Fire Hydrant
		CH	Chord Distance	F.F.	Finish Floor Elevation		
				INV.	Invert		

SWA STEPHENSON, WILCOX & ASSOCIATES, INC. CA#27726 · LB#7672
2729 E. Moody Blvd., Ste. 400
PO Box 186 Bunnell FL 32110
Phone: 386.437.2363 · Email: info.swa@gmail.com
CIVIL ENGINEERS · LAND SURVEYORS · CONSULTANTS · PLANNERS

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 5J-17 Florida Administrative Code.

12-08-2025

DAN A. WILCOX Jr., PSM No.5749, PE No. 57633
Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

SHEET 1 of 1

\\Mycloudpr4100\swa-01\CAD SERVER 2014NOV12\SWA\Cad Server\sdsk projects\0000-Flagler\0000-Flagler\0000-Palm Coast\S063 RESJ-2\RESERVED PORTION LEGAL.dwg

Exhibit A

Docusign Envelope ID: 0DDCEBA9-025E-8FED-83ED-FD7405DF20B2

Docusign Envelope ID: 0DDCEBA9-025E-8FED-83ED-FD7405DF20B2

Exhibit A

ADDRESS: RESERVED PARCEL "J-2"
CERTIFICATIONS:
1.

JOB #25-

DESCRIPTION:

A PORTION OF THE RESERVED PARCEL "J-2" RECORDED IN THE ZEBULAH'S TRAIL SECTION 63, PALM COAST, RECORDED IN MAP BOOK 18, PAGES 24 THROUGH 35, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS THE EASTERLY 12.00' FEET OF RESERVED PARCEL "J-2" PARALLEL TO BELLE TERRE BOULEVARD.
THE INTENT OF THIS PORTION BEING RESERVED IS FOR FDOT FUTURE ROADWAY EXPANSION OF BELLE TERRE BOULEVARD.

REVISIONS:
--

TYPE OF SURVEY: LEGAL DESCRIPTION
NOTE: THIS SURVEY IS VALID NO MORE THAN 90 DAYS FROM DATE OF LAST FIELD WORK

LEGEND:

○ IR	1/2" Iron Rod set "LB7672"	(M)	Measured Bearing & Distance	TOE	TOE of slope
● IR	5/8" Iron Rod found	C/L	Center Line	F.F.	Finish Floor Elevation
● IP	1/2" Iron Pipe	E/P	Edge of Pavement	INV.	Invert
○ N/D	Nail and Disk set "LB7672"	R/W	Right of Way	C.B.S.	Concrete Block & Stucco
● N/D	Nail and Disk found	Δ	Delta	Conc.	Concrete
◉ PCP	Permanent Control Point	R	Radius	C/S	Concrete Slab
□ CM	Concrete Monument set	L	Length	A/C	Air Conditioner Pad
■ CM	Concrete Monument found	CB	Chord Bearing	EQP	Pool Equipment Pad
PRM	Permanent Reference Monument	CH	Chord Distance	PEP	Pretreatment Effluent Pumping Tank
FND	Found	PC	Point of Curvature	O/E	Overhead Electric
LB	Licensed Business	PRC	Point of Reverse Curvature		P/P – Power Pole
LS	Licensed Surveyor	N.R.	Non-Radial Curve	Ⓜ	Manhole
PSM	Professional Surveyor & Mapper	PT	Point of Tangency	Ⓣ	Telephone Riser
O.R.	Official Records Book	PI	Point of Intersection	Ⓒ	Cable Television Riser
PG.	Page	N.G.V.D.	National Geodetic Vertical Datum	Ⓕ	Fiber Optic Riser
(P)	Plat Bearing & Distance	N.A.V.D.	North American Vertical Datum	WM	Water Meter
		B.M.	Bench Mark		Electric Meter
		T.B.M.	Temporary Bench Mark		Fire Hydrant
		TOB	Top Of Bank		

NOTES:

1. The entire map encompassing this survey is recorded in Map Book 18, Pages 24.
2. Description INTENT provided by client.
3. No search for encumbering instruments was made by surveyor.
4. Error of closure meets or exceeds 1:7500 feet.
5. RESERVATION IS TO BE RETAINED FOR FDOT ROADWAY EXPANSION.

CLIENT INFO

DEVELOPMENT CONSULTANTS INC.
3948 3RD STREET SOUTH #35
JACKSONVILLE BEACH, FL 32250 US

SWA STEPHENSON, WILCOX & ASSOCIATES, INC. CA#27726 • LB#7672
2729 E. Moody Blvd., Ste. 400 • PO Box 186 Bunnell FL 32110
Phone: 386.437.2363 • Fax: 386.437.0030 • Email: info.swa@gmail.com

JOB TYPE:	FIELD DATE	OFFICE DATE	JOB NO.	BY:
Boundary	00/00/00	00/00/00	20-	-
Site Plan				
House Stake				
Formboard				
Foundation				
Final				

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 5J-17 Florida Administrative Code.

12-03-2025

DAN A. WILCOX Jr., PSM No.5749, PE No. 57633
Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

SHEET 1 of 1

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City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026 **Agenda Item:** G.3

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

Subject: RESOLUTION 2026-XX APPROVING A DRAINAGE EASEMENT FROM FLAGLER COUNTY SCHOOL DISTRICT

Presenter: **Virginia Smith, MMC,CP,ACP, Land Management Administrator, Carmelo Morales, Stormwater Engineer**

Attachments:

1. RESOLUTION
2. EASEMENT

Background:

Stormwater staff requested Flagler County School District (FCSD) provide a drainage easement to the City. The requested drainage easement is located within the Swim and Racquetball Facility near the Patric & Patricia Lane intersection. The main objective for the proposed easement entails the construction of a stormwater conveyance feature by & for City of Palm Coast Stormwater Department. The easement shall be large enough to accommodate a 10’ wide swale to relieve existing drainage issues and access for construction and maintenance. This easement will aid in existing drainage issues in this area.

On May 29, 2026, the Flagler County School Board will consider this easement for approval.

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING A DRAINAGE EASEMENT FROM FLAGLER COUNTY SCHOOL DISTRICT

RESOLUTION 2026-
DRAINAGE EASEMENT
FLAGLER COUNTY SCHOOL DISTRICT

A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE DRAINAGE EASEMENT FROM FLAGLER COUNTY SCHOOL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Flagler County School District is willing to provide the City of Palm Coast a drainage easement located at the former Flagler County Schools Swim and Racquet Club, parcel ID #07-11-31-7025-0RP0P-0000 to the City of Palm Coast; and

WHEREAS, the City of Palm Coast desires to accept a drainage easement from the Flagler County School District as referenced above.

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 DRAINAGE EASEMENT. The City Council hereby approves the terms and conditions of the drainage easement from Flagler County School District, 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 19th 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

Attachment: Exhibit “A” Drainage easement

Prepared by and Return to:
City of Palm Coast
160 Lake Ave
Palm Coast, FL 32164

Parcel ID: 07-11-31-7025-0RP0P-0000

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the **THE SCHOOL DISTRICT OF FLAGLER COUNTY**, an agency of Florida State government, acting through its School Board, whose address is 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110 ("Grantor") and the **CITY OF PALM COAST, FLORIDA,** a Florida municipal corporation ("Grantee") whose address is 160 Lake Avenue, Palm Coast, FL 32164.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain real property located in Palm Coast, Flagler County, Florida, more particularly described as set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Grantor desires to grant and convey unto Grantee an non-exclusive, perpetual, permanent easement and right-of-way for drainage purposes with full authority to enter upon, desiltrate, sump, excavate, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of pipes, detention, percolation or disposal areas or combination thereof, together with appurtenant drainage structures, over, under, upon and through that certain portion of the Property which is described on **Exhibit "B"** attached hereto (hereinafter referred to as the "Easement Area").

WHEREAS, Grantor warrants that he has full authority to grant this easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement by Grantor. Grantor does hereby create, grant, convey and declare to exist a non-exclusive, perpetual, permanent easement and right-of-way for drainage purposes with full authority to enter upon, desiltrate, sump, excavate, construct, and maintain, as the Grantee and its assigns may deem necessary, a drainage system consisting of pipes, detention, percolation or disposal areas or combination thereof, together with appurtenant drainage structures, over, under, upon and through the Easement Area.

3. Incidental Rights. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes; including, specifically, the right of entry for purposes of construction, installation, operation, maintenance and repair of any utilities located within the Easement Area. The Grantee herein and its assigns shall have the right to clear, keep clear, and remove from said Easement Area all trees, undergrowth and other obstructions that may interfere with location, excavation, operation or maintenance of the drainage facilities installed thereon by the Grantee and its assigns, and the Grantor, their successors and assigns agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement Area that may interfere with the location, excavation, operation or maintenance of the drainage structures installed thereon.

4. Construction and Maintenance. Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area. After any construction, repair, alteration, replacement or removal activities performed within the Easement Area by Grantee, Grantee shall, at its sole cost and expense, promptly restore the Easement Area and any adjacent or surrounding areas disturbed by such activities to a condition equal to or better than that which existed immediately prior to such activities, including restoration of grade, drainage, landscaping, and surface conditions. In the event Grantee fails to complete such restoration within a reasonable time, Grantor shall have the right, upon reasonable notice, to perform such restoration and recover its costs from Grantee.

5. Use. Use of the Easement Area and entry upon the Property will at all times conform to and comply with the terms of this Easement and all applicable governmental regulations now in existence or hereafter created.

6. Duration. The Easement hereby granted and conveyed to, over, under, upon, across, and through the Easement Area shall be perpetual in duration.

7. Warranty of Title. Grantor hereby warrants that: (i) Grantor owns the fee simple title to the Property, (ii) Grantor has good right and lawful authority to convey the Easement granted herein, and (iii) the Property is not encumbered by any mortgages or other matters which would prohibit the use of the Easement Area for the purposes contemplated herein.

8. Litigation and Attorneys Fees. In the event it shall be necessary for Grantor or Grantee to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.

9. Governing Law. The Easement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Recordation. The original of this agreement shall be recorded in the Public Records of Flagler County, Florida, at the expense of the Grantee.

11. Binding Covenant. The covenant and rights set forth in this Agreement shall run with the title to the lands described in Exhibit "A" and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:

_____
(signature)

_____
(print)

Address:_____

_____

_____
(signature)

_____
(print)

Address:_____

_____

GRANTOR

By:_____

Print name:

Title: School Board Chair

Address: 1769 E. Moody Blvd. Bldg. 2

Bunnell, FL 32110

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____ day of _____, 2026, by _____ the _____ (check one) [_] who is personally known to me or [_] who produced _____ as identification.

_____
Notary Public – State of Florida
Print Name:_____
My Commission expires:

WITNESSES:

GRANTEE

CITY OF PALM COAST, FLORIDA

_____
(signature)

By:_____
Mike McGlothlin, City Manager

_____
(print)

ATTEST:

Address:_____

_____
Kaley Cook, City Clerk

_____

Address: 160 Lake Avenue, Palm Coast, FL 32164

_____
(signature)

_____
(print)

Address:_____

_____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____ day of _____, 2026, by Mike McGlothlin, City Manager of the City of Palm Coast, Florida, who is personally known to me.

_____
Notary Public – State of Florida
Print Name:_____
My Commission expires:

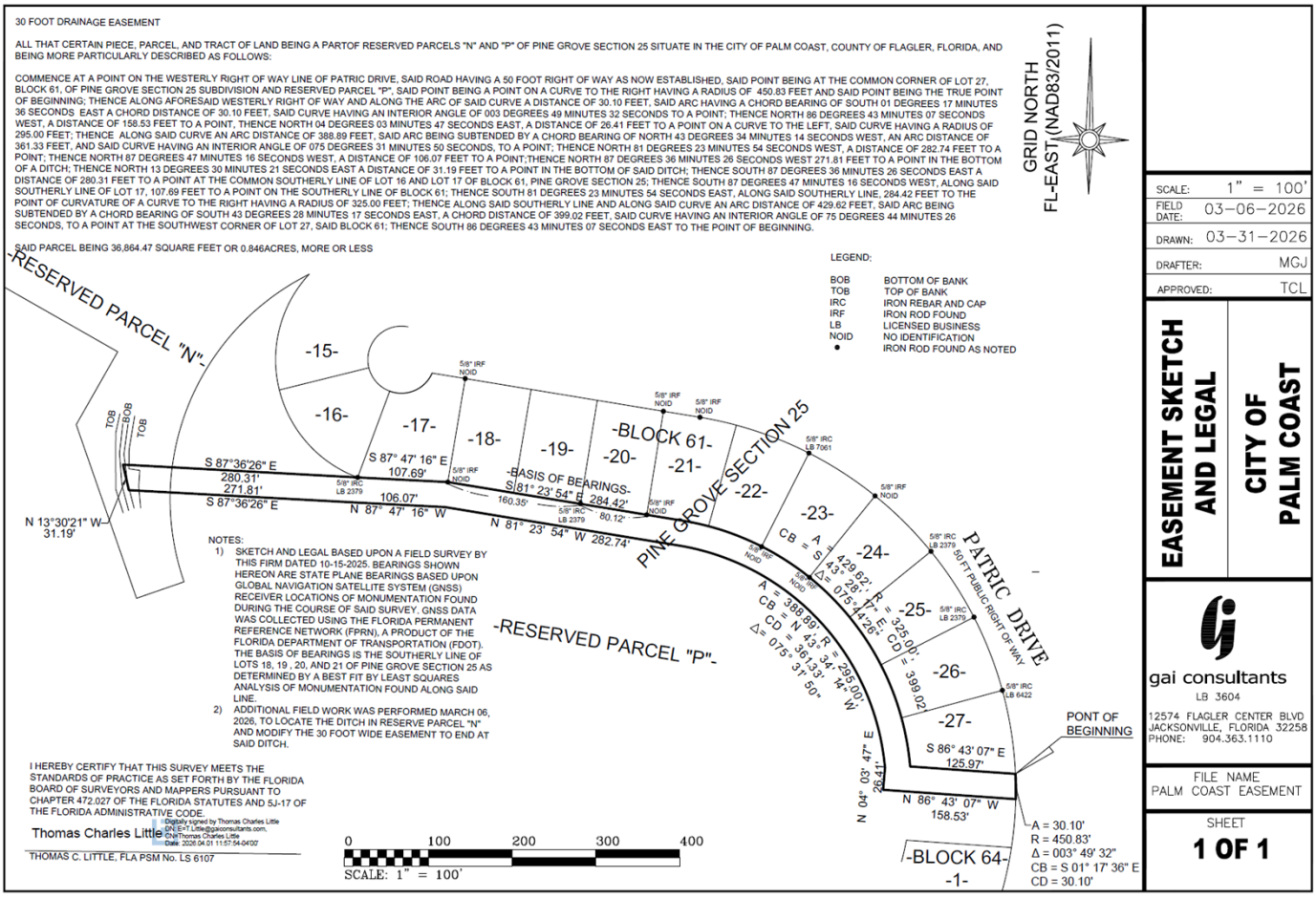
EXHIBIT "A"
PROPERTY

Reserved Parcel "P" of the subdivision plat of Pine Grove, Section 24, as recorded in Map Book 9, Page 16, of the Public Records of Flagler County, Florida.

EXHIBIT “B”
EASEMENT AREA

30 FOOT DRAINAGE EASEMENT
ALL THAT CERTAIN PIECE, PARCEL, AND TRACT OF LAND BEING A PARTOF RESERVED PARCELS "N" AND "P" OF PINE GROVE SECTION 25 SITUATE IN THE CITY OF PALM COAST, COUNTY OF FLAGLER, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PATRIC DRIVE, SAID ROAD HAVING A 50 FOOT RIGHT OF WAY AS NOW ESTABLISHED, SAID POINT BEING AT THE COMMON CORNER OF LOT 27, BLOCK 61, OF PINE GROVE SECTION 25 SUBDIVISION AND RESERVED PARCEL "P", SAID POINT BEING A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 450.83 FEET AND SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG AFORESAID WESTERLY RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.10 FEET, SAID ARC HAVING A CHORD BEARING OF SOUTH 01 DEGREES 17 MINUTES 36 SECONDS EAST A CHORD DISTANCE OF 30.10 FEET, SAID CURVE HAVING AN INTERIOR ANGLE OF 003 DEGREES 49 MINUTES 32 SECONDS TO A POINT; THENCE NORTH 86 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 158.53 FEET TO A POINT, THENCE NORTH 04 DEGREES 03 MINUTES 47 SECONDS EAST, A DISTANCE OF 26.41 FEET TO A POINT ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 295.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 388.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 43 DEGREES 34 MINUTES 14 SECONDS WEST, AN ARC DISTANCE OF 361.33 FEET, AND SAID CURVE HAVING AN INTERIOR ANGLE OF 075 DEGREES 31 MINUTES 50 SECONDS, TO A POINT; THENCE NORTH 81 DEGREES 23 MINUTES 54 SECONDS WEST, A DISTANCE OF 282.74 FEET TO A POINT; THENCE NORTH 87 DEGREES 47 MINUTES 16 SECONDS WEST, A DISTANCE OF 106.07 FEET TO A POINT;THENCE NORTH 87 DEGREES 36 MINUTES 26 SECONDS WEST 271.81 FEET TO A POINT IN THE BOTTOM OF A DITCH; THENCE NORTH 13 DEGREES 30 MINUTES 21 SECONDS EAST A DISTANCE OF 31.19 FEET TO A POINT IN THE BOTTOM OF SAID DITCH; THENCE SOUTH 87 DEGREES 36 MINUTES 26 SECONDS EAST A DISTANCE OF 280.31 FEET TO A POINT AT THE COMMON SOUTHERLY LINE OF LOT 16 AND LOT 17 OF BLOCK 61, PINE GROVE SECTION 25; THENCE SOUTH 87 DEGREES 47 MINUTES 16 SECONDS WEST, ALONG SAID SOUTHERLY LINE OF LOT 17, 107.69 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 61; THENCE SOUTH 81 DEGREES 23 MINUTES 54 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 284.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET; THENCE ALONG SAID SOUTHERLY LINE AND ALONG SAID CURVE AN ARC DISTANCE OF 429.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 43 DEGREES 28 MINUTES 17 SECONDS EAST, A CHORD DISTANCE OF 399.02 FEET, SAID CURVE HAVING AN INTERIOR ANGLE OF 75

DEGREES 44 MINUTES 26 SECONDS, TO A POINT AT THE SOUTHWEST CORNER OF LOT 27, SAID BLOCK 61; THENCE SOUTH 86 DEGREES 43 MINUTES 07 SECONDS EAST TO THE POINT OF BEGINNING.
SAID PARCEL BEING 36,864.47 SQUARE FEET OR 0.846ACRES, MORE OR LESS



City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026 **Agenda Item:** G.4

Department	FINANCE	**Amount**	$692,563.00
Division	FINANCE	**Org/Account #**	65015511-064000

Subject: RESOLUTION 2026-XX APPROVING A BUDGET AMENDMENT FOR THE 2025-2026 BUDGET RELATING TO THE APPROPRIATIONS OF FUNDS FOR THE FLEET MANAGEMENT FUND

Presenter: **The Finance Department**

Attachments:

1. Resolution

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. The Fleet Management Fund Fiscal Year 2026 original budget was set to the amount of $10,664,763.

Per State Statute 166.241, section 8, the governing body of each municipality at any time within the fiscal year, or within 60 days following the end of the fiscal year, may amend a budget for that year.

The Stormwater Management staff have identified the need to purchase equipment in the current fiscal year 2026. On the 12th day of May, the Stormwater Department provided an update and reviewed this request to purchase the pontoon excavator this year with current funds vs waiting until next budget year as outlined in the rate study and previous council directives.

The Pontoon Excavator is quoted in the amount of $659,583.74, plus a 5% contingency of $32,979.18 to total $692,562.92, to account for the possible fluctuations in pricing before the purchase can be made.

In result of this purchase, the Fleet Management Fund expenditures will exceed the projected budget for Fiscal Year 2025-2026 by $692,563 and requires City Council to amend the Fiscal Year 2025-2026 revised budget from $10,664,763 to 11,357,326.

The City currently has piggyback contract with Ring Power Corporation through the Florida Sheriff's Association that will be utilized in the purchase of this equipment.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING A BUDGET AMENDMENT FOR THE 2025-2026 BUDGET RELATING TO THE APPROPRIATIONS OF FUNDS FOR THE FLEET MANAGEMENT FUND

RESOLUTION 2026-
FISCAL YEAR 2026 BUDGET AMENDMENT
FLEET MANAGEMENT FUND

A RESOLUTION OF THE CITY OF PALM COAST, FLORIDA, AMENDING THE REVISED FISCAL YEAR 2025-2026 BUDGET RELATING TO FLEET MANAGEMENT FUND REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Fleet Management Fund has exceeded the budget for Fiscal Year 2025-2026 by $692,563, and requires City Council to amend the revised Fiscal Year 2025-2026 budget from $10,664,763 to $11,357,326; and

WHEREAS, in accordance with Section 166.241 (8), Florida Statutes, the governing body of each municipality at any time within the fiscal year, or within 60 days following the end of the fiscal year, may amend a budget for that year; and

WHEREAS, City Council desires to amend the Fiscal Year 2025-2026 budget.

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

SECTION 1. BUDGET AMENDMENT. The City Council of the City of Palm Coast hereby amends the revised Fiscal Year 2025-2026 budget for the Fleet Management Fund by $692,563 related to the expenditures in these funds.

SECTION 2. 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 3. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 19th 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

Attachment: Exhibit "A" Fleet Management Fund Budget Amendment

EXHIBIT A - Budget Summary attachment for public hearings

CITY OF PALM COAST

FY 2025-2026 FLEET MANAGEMENT FUND

	FY 2025-2026 BUDGET	FY 2025-2026 REVISED BUDGET
REVENUES:		
Charges for Services	$ 3,823,661	$ 3,823,661
Non-Revenue Internal Allocations	6,289,746	6,289,746
Other Revenues	250,000	250,000
Interest Revenue	199,133	199,133
Transfers from Other Funds	102,223	794,786
TOTAL REVENUES:	$ 10,664,763	$ 11,357,326
EXPENDITURES:		
Personnel Services	$ 1,481,856	$ 1,481,856
Operating Expenses	3,007,201	3,007,201
Interfund Transfers	-	-
Capital Outlay	4,755,968	5,448,531
Contingency	1,419,738	1,419,738
TOTAL EXPENDITURES:	$ 10,664,763	$ 11,357,326

City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026

Agenda Item:
G.5

Department	PUBLIC WORKS	**Amount**	$692,562.93
Division	FLEET MANAGEMENT	**Org/Account #**	65015511-064000

Subject: RESOLUTION 2026-XX APPROVING PIGGYBACKING FLORIDA SHERIFF'S ASSOCIATION CONTRACT #FSA23-EQU21.1 WITH RING POWER FOR THE PURCHASE OF A PONTOON EXCAVATOR FOR STORMWATER OPERATIONS

Presenter: **Matthew Mancill, Director of Public Works**

Attachments:

1. Resolution
2. Contract
3. Quote

Background:
Council Priority:
D. Sustainable Environment & Infrastructure

The Fleet Division is requesting approval to piggyback the Florida Sheriff's Association (FSA) Contract #FSA23-EQU21.1 with Ring Power Corporation for the purchase of a Caterpillar 313 hydraulic excavator with a wetlands pontoon configuration. This specialized equipment will support Stormwater operations by providing the capability to perform maintenance and debris removal in canals, ponds, and other aquatic environments that are not accessible with standard land-based equipment.

The FSA contract is currently effective through September 30, 2026. The total budgetary cost for the pontoon system and associated components is $659,583.74, with an additional 5% contingency of $32,979.18 included to account for potential pricing increases prior to purchase, for a total projected cost of $692,562.93.

Funding is requested through a budget transfer from Stormwater to increase the Fleet department to support the purchase of this asset.

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: $172,846.00
Total Expended/Encumbered to Date: $376,298.73
Pending Work Orders/Contracts: None
Current (WO/Contract): None
Balance: (-$203,452.73) *** This account balance will be adjusted through the pending budget transfer.**

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING PIGGYBACKING FLORIDA SHERIFF'S ASSOCIATION CONTRACT #FSA23-EQU21.1 WITH RING POWER FOR THE PURCHASE OF A PONTOON EXCAVATOR FOR STORMWATER OPERATIONS

RESOLUTION 2026-
PIGGYBACK FSA23-EQU21.1 PONTOON EXCAVATOR

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING FLORIDA SHERIFF'S ASSOCIATION CONTRACT #FSA23-EQU21.1 WITH RING POWER FOR THE PURCHASE OF A PONTOON EXCAVATOR; 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, Ring Power has expressed a desire to provide a Caterpillar 313 hydraulic excavator with wetlands pontoon configuration to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the Florida Sheriff's Association Contract #FSA23-EQU21.1 with Ring Power for the purchase of a pontoon excavator for stormwater operations.

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 Florida Sheriff's Association Contract #FSA23-EQU21.1 and Ring Power for purchase of a pontoon excavator for stormwater operations 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 amendments for changes totaling less than

$100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase.

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 19th 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

Attachment: Exhibit “A” Piggyback Contract with Ring Power

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

DS
YR

BPO Review

CONTRACT EXECUTIVE OVERVIEW
(Renewal)

Vendor Name Ring Power Corporation/CAT

Project Name: Equipment

Bid/Reference # FSA-EQUI21.0

Contract Type: Piggyback

Contract Value $ Over $50K

Resolution # 2024-07 **City Council Approval Date:** 01/16/2024

Original Contract Date: 01/23/2024 **New End Date:** 09/30/2026

City's Project Manager Justin Jenkins

Brief Description/Purpose:

Renewal of piggyback to utilize the terms and conditions of the Florida Sheriff's Association Agreement for Equipment as needed.

Approvals:

Responsible Dept. Director DocuSigned by: Matt Mancill B7AE538AB5B5431... **Date:** Apr 30, 2026 | 3:39 PM EDT

City Finance Signed by: Helena Alves 4F0A6C32B67B492... **Date:** May 7, 2026 | 9:49 AM EDT

City Attorney Marcus Duffy A0D59FA5D9FD417... **Date:** May 8, 2026 | 9:47 AM EDT

City Manager Signed by: Mike McGlothlin D7DF1A254975438... **Date:** May 8, 2026 | 11:06 AM EDT

Vendor Name and Email Address: Jay Lusk Jay.Lusk@RingPower.com

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Ring Power Corporation/CAT
Attn: Jay Lusk
500 World Commerce Parkway
St. Augustine, FL 32092

RE: Letter Authorizing Piggyback Contract Renewal

Florida Sheriffs Association FSA23-EQU21.0
Contract Name

Equipment
Contract #

Dear Jay,

The City of Palm Coast, Florida requests permission to renew the engagement letter dated January 23, 2024 until September 30, 2026. Such renewal shall be under the same terms and conditions, including pricing, as the agreement with the Florida Sheriffs Association. If agreed, please indicate approval by electronically signing below. This is the first renewal. **This renewal incorporates the updated Florida Statutes requirements as outlined below.**

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.

If agreed, please indicate approval by electronically signing below.

Please feel free to contact me at the email address below, if you have any questions. Regards,

Nathalie Garcia
Nathalie Garcia
Sr. Contracts and Procurement Coordinator
ngarcia@palmcoastgov.com

This contract renewal is hereby acknowledged and agreed to:

CITY OF PALM COAST

Signed by:
By: Mike McGlothlin
D7DF1A254975438...

Print Name: Michael McGlothlin

Title: City Manager

Date: May 8, 2026 | 11:06 AM EDT

COMPANY

DocuSigned by:
By: Jay Lusk
C7EUCB2B142F448...
(Authorized Signatory)

Print Name: Jay Lusk

Title: Assistant Governmental Sales Manager

Date: Apr 30, 2026 | 1:42 PM EDT

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

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."

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.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

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:

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.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

5. 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.

6. 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.

7. 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: Signed by: Mike McGlothlin D7DF1A254975438...

Print Name: Michael McGlothlin

Title: City Manager

Date: May 8, 2026 | 11:06 AM EDT

COMPANY

By: DocuSigned by: Jay Lusk C7E0CB2B142F446... (Authorized Signatory)

Print Name: Jay Lusk

Title: Assistant Governmental Sales Manager

Date: Apr 30, 2026 | 1:42 PM EDT

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FORM 8 – AFFIDAVIT OF COMPLIANCE

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 _____ (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: _____ Signed: _____

Entity: _____ Name:

Title:

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2024, by _____.

Notary Signature

_____

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known_____

OR Produced Identification_____

Type of Identification Produced_____

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

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: _____

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: 4FAA1C8F-3F68-8700-824F-8D94021D7243

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

FSA23-EQU21.0: Equipment

Contract Renewal

October 1, 2025, through September 30, 2026

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-EQU21.0 are October 1, 2023, through September 30, 2025. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-EQU21.0 for a one-year term. The contract term will extend from October 1, 2025, through September 30, 2026.

Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at scarroll@flsheriffs.org.

Name of Authorized Agent (Please Print): Jay Lusk, VP/Asst. Gov. Sales Manager

Signature:

Awarded Vendor Company Name: Ring Power Corporation

Date: 03/10/2025

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

BPO Mgr. Approval

DS JR

CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Ring Power Corporation/ CAT

Bid/Contract Ref # FSA23-EQU21.0 Equipment

Agency Name: Florida Sheriff's Association

Contract Type: Piggyback

Contract Value OVER $50K

Resolution # 2024- 07 **City Council Approval Date:** 01/16/2024

Contract Term End Date September 30, 2025

Renewable Y/N Y **If yes # and length of renewals:** Per FSA's discretion

City's Project Manager(s) Roger Lachance

Brief Description/Purpose:

~~To utilize the terms, conditions, scope and pricing of the Florida Sheriff's Association~~ Agreement with Ring Power as needed.

Approvals:

Responsible D... DocuSigned by: Matt Mancill AE538AB5B5431... Date: Jan 22, 2024 | 5:26 AM PST

City Finance ... DocuSigned by: Helena Alves 4F2A3892B67B492... Date: Jan 23, 2024 | 8:09 AM EST

City Attorney ... DocuSigned by: Amelia Ulmer Date: Jan 22, 2024 | 8:49 AM EST

City Manager ... DocuSigned by: Denise Bevan B8F859DE5A4147C... Date: Jan 23, 2024 | 8:12 AM EST

Vendor Name and Email Jay Lusk Jay.Lusk@RingPower.com

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Ring Power Corporation / CAT
Attn: Jay Lusk
500 World Commerce Parkway
St. Augustine, FL 32092

RE: Engagement Letter Authorizing Piggyback

The Florida Sheriffs Association FSA23-EQU21.0
Contract Name

Equipment
Contract Reference

Dear Jay,

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.

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,
Taya Hoff
Taya Hoff
Procurement Coordinator
Thoff@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY
By: DocuSigned by: Denise Bevan B8F859DE5A4147C...

Print: Denise Bevan
Title: City Manager
Date: Jan 23, 2024 | 8:12 AM EST

Ring F[illegible] **on / CAT**
By: DocuSigned by: Jay Lusk C7E0CB2B142F446... (Authorized Signatory)

Print Name: Jay Lusk
Title: Assistant Governmental Sales Manager
Date: Jan 16, 2024 | 9:12 AM EST

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

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."

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. **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:

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.

CITY OF PALM COAST

DocuSigned by:
By: Denise Bevan
B8F859DE5A4147C...

Print: Denise Bevan

Title: City Manager

Date: Jan 23, 2024 | 8:12 AM EST

Ring Power Corporation

DocuSigned by:
By: Jay Lusk
C7E0CB2B142F446...
(Authorized Corporate Officer)

Print Name: Jay Lusk

Title: Assistant Governmental Sales Manager

Date: Jan 22, 2024 | 11:25 AM PST

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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.

Ring Power Corporation 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.

Printed Name: Jay Lusk

Title: Assistant Governmental Sales Manager

Signature: DocuSigned by: Jay Lusk C7E0CB2B142F446...

Date: Jan 16, 2024 | 9:12 AM EST

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FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

FSA23-EQU21.0: Equipment Terms & Conditions

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FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Table of Contents

1.0 GENERAL CONDITIONS 5
1.01 BID CORRESPONDENCE 5
1.02 PURPOSE 5
1.03 TERM OF CONTRACT 5
1.04 JURISDICTION 5
1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER 5
1.06 FUNDING 6
1.07 CURRENCY 6
1.08 GENERAL DEFINITIONS 6
1.09 ELIGIBLE PURCHASERS OF CONTRACT 8
1.10 LEGAL REQUIREMENTS 8
1.11 PATENTS & ROYALTIES 9
1.12 FEDERAL AND STATE STANDARDS 9
1.13 UNDERWRITERS' LABORATORIES 9
1.14 AMERICANS WITH DISABILITIES ACT 9
1.15 REASONABLE ACCOMMODATION 9
1.16 DISADVANTAGED BUSINESSES 9
1.17 ANTI-DISCRIMINATION 10
1.18 BEST COMMERCIAL PRACTICES 10
1.19 PUBLIC ENTITY CRIMES (PEC) 10
1.20 TAX EXEMPTION 10
1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT 11
1.22 COMMUNICATIONS 11
1.23 CLARIFICATION AND ADDENDA 11
1.24 SIGNED BID CONSIDERED AN OFFER 12
1.25 ASSIGNMENT OF CONTRACT 12
1.26 TERMINATION OF PRODUCT LINE 12
1.27 DEMONSTRATION OF COMPETENCY 12
1.28 VENDOR ABILITY TO PERFORM 13

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

1.29 FINANCIAL RESPONSIBILITY 13
1.30 QUALITY AND SAFETY 13
1.31 NONCONFORMANCE 14
1.32 GRATUITIES 14
1.33 TIE BIDS 14
1.34 RIGHT TO AUDIT 14
1.35 LICENSES AND PERMITS 15
1.36 PERFORMANCE BONDS 15
1.37 ELIMINATION FROM CONSIDERATION 15
1.38 INDEPENDENT PREPARATION 15
1.39 DEFAULT 16
1.40 PROTESTS AND ARBITRATION 16
1.41 NONPERFORMANCE 17
1.42 SEVERABILITY 18
1.43 TERMINATION FOR CAUSE 18
1.44 TERMINATION WITHOUT CAUSE 18
1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO 19
2.0 BIDDER INSTRUCTIONS 20
2.01 QUALIFICATION 20
2.02 LICENSING AND FACILITIES 20
2.03 INSURANCE AND INDEMNIFICATION 21
2.04 SPECIFICATIONS 23
2.05 SEALED BIDS 23
2.06 MISTAKES 23
2.07 EXCEPTIONS 23
2.08 EQUIVALENTS 23
2.09 MANDATORY PRE-BID MEETING 24
2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID 24
2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID 24

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING 25
2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID 26
2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID 27
2.15 EMERGENCY LIGHTS AND SIRENS 28
2.16 BID SUBMISSION 29
2.17 ZONE BIDDING 30
2.18 EXECUTION OF BID 30
2.19 MODIFICATION OR WITHDRAWALS OF BIDS 30
2.20 LATE BIDS 30
2.21 BID OPENING 30
2.22 DETERMINATION OF RESPONSIVENESS 31
2.23 RESPONSIBLE BIDDER CRITERIA 31
2.24 BASIS FOR AWARD 31
2.25 BID TABULATIONS 32
2.26 MINOR IRREGULARITIES/RIGHT TO REJECT 32
2.27 CONE OF SILENCE 32
3.0 CONTRACT CONDITIONS 33
3.01 GENERAL REQUIREMENTS 33
3.02 STATEMENT OF AUTHORITY 33
3.03 VENDOR CONTACT INFORMATION 33
3.04 ADDITIONS OR DELETIONS 33
3.05 CONTRACT EXTENSION 33
3.06 PRICE ADJUSTMENT 34
3.07 CONDITIONS 34
3.08 PRODUCTION CUTOFF 35
3.09 FACILITIES 35
3.10 PURSUIT RATED VEHICLES & MOTORCYCLES 35
3.11 SPECIAL SERVICE VEHICLES 35
3.12 CAB AND CHASSIS PURCHASES 35

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

3.13 FACTORY-INSTALLED OPTIONS 35
3.14 VENDOR-INSTALLED OPTIONS 36
3.15 NON-SCHEDULED OPTIONS 36
3.16 FORCE MAJEURE 36
3.17 PURCHASE ORDERS 36
3.18 REGISTRATION, TAG, AND TITLE 37
3.19 DELIVERY 37
3.20 INSPECTION AND ACCEPTANCE 38
3.21 INVOICING AND PAYMENTS 38
3.22 WARRANTY 39
3.23 QUARTERLY REPORTS 39
3.24 ADMINISTRATIVE FEE 39
3.25 LIQUIDATED DAMAGES 40
Appendix A: Zone Map 42
Appendix B. Bid Calendar 43
Appendix C: ACH Payments 45
Appendix D: Federal Clauses 46

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA23-VEL31.0 Pursuit, Administrative and Other Vehicles and FSA23-VEH21.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2023, and ends September 30, 2024.

The term for Contract FSA23-EQU21.0 Equipment shall remain in effect for two years from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this contract begins October 1, 2023, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

A. Base Specification: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Bidder: A bidder or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.

D. Build sheet: A document from the Bidder that confirms that the item submitted by Bidders meets or exceeds the FSA CPP Base Specification. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

E. Dealer: An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

F. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

G. Factory: Refers to the manufacturer produced products.

H. Fleet Advisory Committee (committee): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.

I. Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the Bid Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this contract.

L. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    a. Manufacturer's Computer Printouts
    b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: A request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.

R. Qualification Packet: This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the qualification packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes 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 vendor, supplier, sub-vendor, or consultant under a contract with a 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.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the Bid Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor *prior to* conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

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default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.28, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 calendar days following receipt by Vendor of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
    - Contact Information
    - Business Profile
    - References
    - Disqualifications & Defaults
    - Warranty Service Plan Attestation
    - Emergency Technician Attestation
- Compliance Attestations
    - E-Verify
    - Drug-Free Workplace
    - Workers Compensation
    - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications
    - Certification Regarding Debarment and Suspension
    - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
    - Certificates of Insurance due five days prior to award

The qualification packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

- Number of personnel available to service the contract,
- Qualifications of personnel providing warranty work, and
- Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.*

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

termination thereof. If Bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA CPP item group specification.

The Base Item Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA CPP Base Specification. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA CPP Bid Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable Bid Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the Base Item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms &Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete,

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all Base Item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the Base Item specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID

Items and options should reflect the most complete price and be below MSRP and at a minimum should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the contract, as outlined in these Terms & Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional manufacturer or vendor discounts.

2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for new year's models, when the manufacturer changes price during the contract

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term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least "Item Cost", be Free On Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, “Item Cost” is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, “Total Cost” is defined as the Item Cost, plus costs of dealer’s floorplan estimated operational expense, and costs of dealer for preparation, cleaning, and assembling, gas, and delivery to zone.

As used in this provision, “Bid Price” is defined as the Total Cost and profit.

As used in this provision, “Percent” is defined as the markup over Item Cost.

Bid Prices will be used as the initial publish pricing for awarded items. As windows open up for next year’s model, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or “cost-plus”, model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year’s model, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors’ percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If Vendor fulfills a Purchase Order at other than published pricing, at purchasers’ request, Vendor must provide documentation substantiating the Item Cost, as defined in section 2.11.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID

The Bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA CPP requests Vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create equipment that is entirely different than the FSA CPP Base Specification or are available as another specification bid on this Invitation to Bid.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive or if options listed are not available for the item bid. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes only when determining if pricing is excessive and will not be published.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

If a Bidder will offer registration and title services as a fee for service, the Bidder must include the administrative fee as a separate option (i.e., line item) for each item bid. *See* Section 3.21 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

If options are not available as a stand-alone option, the Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

the Invitation to Bid. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with Vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the Vendor.

The options will correspond to the specification or item number. Multiple options may be listed for each specification or item number bid. Therefore, Bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA CPP may require Bidders to correct the formatting of the options, but pricing may not be modified. Failure of the Bidder to make corrections may cause the bid to be rejected.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the Bidder will credit the purchaser.

Loose Equipment can be bid as an option and made available to purchasers for items originally purchased from this contract. For purposes of this provision, "Loose Equipment" is any item of equipment that attaches to the heavy equipment item(s) included in the awarded bid, such as different sized blades. Loose Equipment does not include accessories, such as additional keys.

2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

<u>Bid Submission of Emergency Lights and Sirens</u>
If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

- Estimated labor hours
- Labor cost per hour

2.16 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Section 2.10, 2.11, 2.13, 2.14, and 2.15. Each Bidder must submit a qualifications package for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

- For the Heavy Trucks and Buses Invitation to Bid, insert a:
  - Price for each item bid by zone
- For the Pursuit, Administrative and Other Vehicles Invitation to Bid, insert a:
  - Bid Price for each item bid by zone, as defined in Section 2.11
  - Percent for each item bid by zone, as defined in Section 2.11
- For the Equipment Invitation to Bid, insert a:
  - Price for each item by zone
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

For the Heavy Trucks and Buses and Pursuit, Administrative, and Other Vehicles Invitations to Bid, the option sheet should also include:

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.17 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.26, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.24 BASIS FOR AWARD

For the Heavy Trucks and Buses, and Equipment Invitations to Bid, the FSA CPP shall make awards to the qualified, responsive and responsible Bidder(s) who submitted the lowest priced bid by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive option pricing.

For the Pursuit, Administrative and Other Vehicles Invitation to Bid, the FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contacts identified in Section 1.01 of this Invitation to Bid.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension
The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

State of Michigan, Vehicle Test Team of the Michigan State Police (MSP) Precision Driving Unit

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program
Vehicles:

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

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be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

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A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA CPP Base Specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon

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delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA CPP Base Specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment

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Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

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The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25 per calendar day
Failure to submit administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

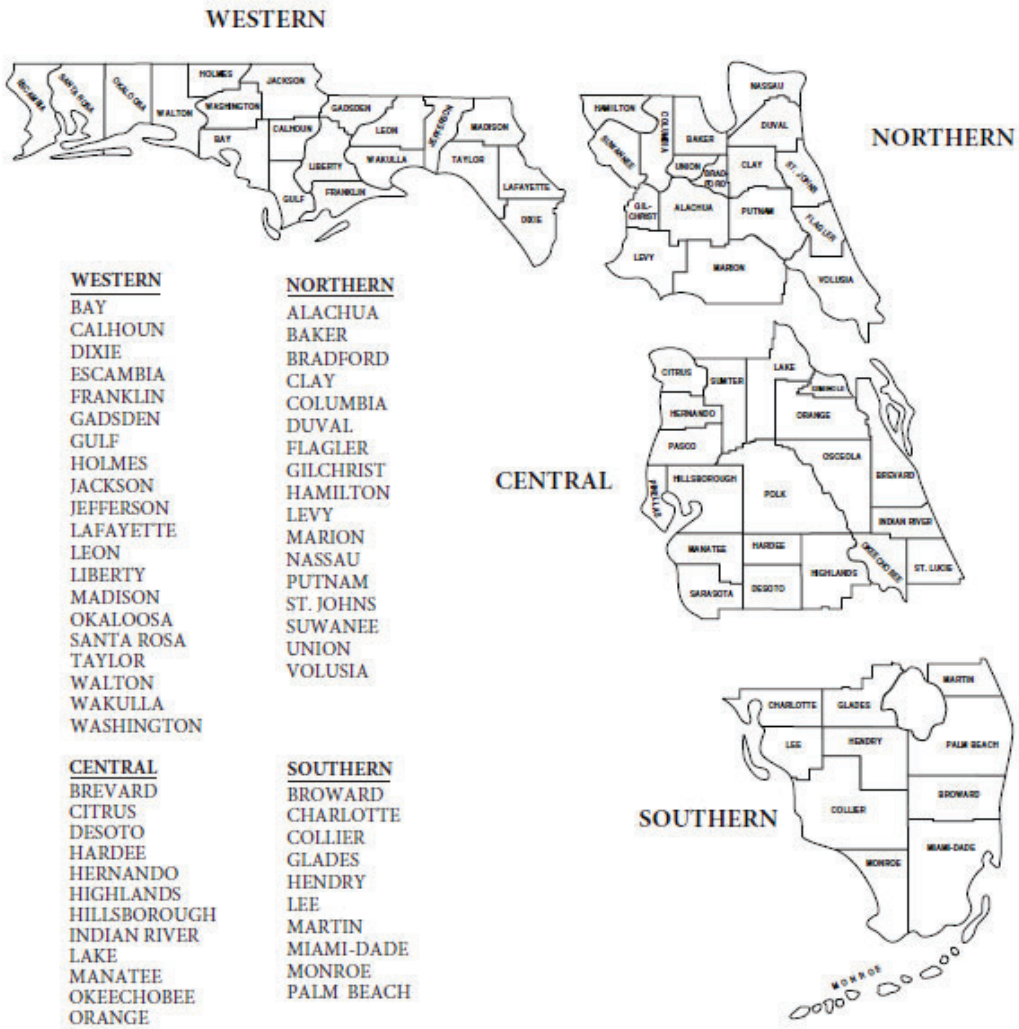
Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
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CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
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Appendix B. Bid Calendar

FSA23-VEL31.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/13/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/11/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

FSA23-VEH21.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/14/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/12/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

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FSA23-EQU21.0	
Bid Calendar Task	**Date**
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/7&8/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/13/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	**10/1/2023**

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Appendix C: ACH Payments

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org. or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

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Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000.)
In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must 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 clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

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 CFR Part 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 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the 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

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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 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 shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies 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 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: 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 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. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Item Groups Summary

All bid items shall be built to FSA base specifications for the item or model number indicated and shall include all standard manufacturer equipment unless otherwise specified. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered.

- All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)
- All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)
- All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side)
- Boat: Aquatic Weed Cutter Workboat
- Bulldozer: 180hp
- Bulldozer: 70hp
- Bulldozer: 90hp
- Chipper: Brush Chipper
- Compactor: 80,000 lbs. Landfill Compactor
- Compressor: Air Compressor - Trailer Mounted
- Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload
- Excavator: All Terrain Walking Excavator
- Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight
- Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight
- Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight
- Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight
- Excavator: Telescopic Excavator - 45,000 lbs. Operating Weight - Tracked Type
- Excavator: Telescopic Excavator - 47,000 lbs. Operating Weight - 6x6 Wheeled Type
- Excavator: Vacuum Excavator - Trailer Mounted
- Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight
- Forklift: Cushion Tire - 4,000 lbs. Capacity
- Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity*
- Forklift: Telescopic Tool Carrier/Telehandler
- Generator: 60kW Stationary*
- Generator: 125kW Stationary
- Generator: 150kW Mobile
- Generator: 500kW Mobile
- Generator: 500kW Stationary
- Horizontal Directional Drill*
- Leaf Collector: Trailer Mounted*
- Lift: Scissor Lift - Self Propelled
- Light Tower: Hybrid Light Tower
- Light Tower: Light Tower - Trailer Mounted

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

- Loader: Loader Backhoe - 4x4
- Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type
- Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type
- Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type
- Loader: Wheel Loader - 1.5 cubic yd.
- Loader: Wheel Loader - 3.0 cubic yd.
- Loader: Wheel Loader - 5.75 cubic yd.
- Low Speed Vehicle: Electric Type
- Motor Grader: Large
- Motor Grader: Small
- Mower: 15ft. Flex Wing Rotary Mower
- Mower: Remote Controlled Brush Mower
- Mower: Electric Zero Turn Radius Mower*
- Mower: Zero Turn Radius Mower
- Pallet Jack: Electric 4,500 lbs. Capacity*
- Pipe Inspection: Battery Operated Pipe Crawler Inspection System*
- Pump: Mobile Pump
- Roadway Advisory Board: Mobile Message Board
- Roadway Advisory Board: Mobile Speed Board
- Roadway Advisory Board: Mobile Speed Board/Automatic License Plate Reader*
- Roadway Advisory Board: Mobile Traffic Advisory/Direction Signal Board
- Roller: Compaction Roller 30,000 lbs. - Single Drum
- Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width
- Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width
- Sewer Cleaner: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.
- Sewer Cleaner: Trailer Mounted Sewer Cleaner
- Shop Tools & Equipment*
- Shredder: Mobile Shredder
- Solid Waste Material Handler: Wheeled Type
- Stump Cutter
- Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper
- Sweeper: Cabover Mechanical Broom Street Sweeper
- Sweeper: Compact Air Sweeper - 2.3 cubic yd.
- Sweeper: Regenerative Air Street Sweeper
- Sweeper: Self-Propelled Hydrostatic Broom
- Tactical Vehicle: Skid Steer Mounted (The Rook)
- Tool Carrier: Hydrostatic Drive
- Tractor: Agriculture Tractor - 4x2

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

- Tractor: Compact Articulating Tractor - AWD
- Tractor: Small Agriculture Tractor - 4x4
- Tractor: Tractor with Boom Mower - 4x4
- Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR
- Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR*
- Trailer: Detachable Neck Lowboy Trailer - 100,000 lbs. GVWR*
- Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR
- Trailer: Enclosed Utility Body/Trailer Mounted - 9,900 lbs. GVWR*
- Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR*
- Trailer: Hydraulic Drop Deck Trailer - 13,500 lbs. GVWR*
- Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR
- Trailer: Leachate Tanker - 6,500 gallons*
- Trailer: Livestock Trailer - 7,000 lbs. GVWR*
- Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR
- Trailer: Refrigeration/Freezer Trailer - 7,000 lbs. GVWR*
- Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR*
- Trailer: Waste Trailer with Walking Floor
- Transfer Switch: 600 Amp Automatic Transfer Switch
- Trencher: Walk Behind Trencher
- Underground Locating Equipment: Ground Penetrating Radar*
- Underground Locating Equipment: Utility Locator*
- Vehicle Lift: Mobile - 2 Column, Cabled
- Vehicle Lift: Mobile - 2 Column, Wireless
- Vehicle Lift: Mobile - 4 Column, Cabled
- Vehicle Lift: Mobile - 4 Column, Wireless
- Vehicle Lift: Mobile - 6 Column, Cabled
- Vehicle Lift: Mobile - 6 Column, Wireless
- Vehicle Lift: Mobile - 8 Column, Cabled
- Vehicle Lift: Mobile - 8 Column, Wireless
- Vehicle Lift: Stationary - 2 Post Asymmetric Stationary Vehicle Lift 10k
- Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 12k
- Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 15k
- Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 18k
- Vehicle Lift: Stationary - 2 Post Versymmetric Stationary Vehicle Lift 10k
- Vehicle Lift: Stationary - 4 Column, Alignment Lift with Front/Rear Jacks and Integrated Turntables and Slip Plates 14k

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

**Indicates new item group for FSA23-EQU21.0*

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Manufacturer's gas or diesel engine, air cooled, overhead valve, keyed electronic ignition, 20 hp minimum
- Transmission: Manufacturer's standard automatic transmission
- Chassis: Standard front bumper
- Tires and Wheels: Front and rear all terrain tires, must match drive train

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following

FSA Base Specification

- Engine: Manufacturer's gas or diesel engine, air cooled, overhead valve, keyed electronic ignition, 20 hp minimum
- Transmission: Manufacturer's standard automatic transmission
- Chassis: Standard front bumper
- Tires and Wheels: Front and rear all terrain tires, must match drive train

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side)

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- FSA Base Vehicle Requirements: 2 programmed keys and fobs if available, full-size spare tire if available
- Dimensions (Approximate): Length- 115", height- 51", width- 56", wheel base- 79", curb weight- 1,500 lbs., GVW- 2,900 lbs.
- Power: 7 hp electric motor, 8-6 volt heavy duty batteries, 48 volt
- Transmission/Axle: Enclosed internally lubricated differential/transaxle, 2-wheel drive
- Chassis/Steering/Suspension: 1,250 lbs. towing capacity, 2,900 lbs. GVW, frame type chassis, suspension matched for GVW of vehicle
- Tires And Wheels: Off/on road type tires, wheels rated for GVW of vehicle, tires to be traction type rated for GVW of vehicle
- Performance: 45 mile range, 19 mph minimum
- Brakes: Manual parking brake, disc or drum type, 2 or 4 wheel breaks
- Body: Rear mounted hitch for towing 2", pick-up type box with sides and tailgate, 2 passenger seating

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Boat: Aquatic Weed Cutter Workboat

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- General Dimensions: Height- 8', width- 7'3", length- 15', height from waterline- 48", boat draft- 4" to 6", weight- 2,285 lbs.
- Engine: 3-cylinder diesel engine, liquid cooled electric start, and charging system
- Hydraulics: Triple pump design, 27 gpm, eco-friendly hydraulic fluid
- Propulsion: Twin hydraulic outdrives, weed and mud design propellers
- Vessel Hull: Fiberglass/kevlar design, deck mounted cutter and loader
- Boom Cutter: Hydraulic drive, full articulation to cut 5' below waterline
- Front End Loader: Marine-type vegetation bucket
- Operator Station: All hydraulic function/propulsion function controls
- Trailer: Trailer to be designed specifically for this workboat. Must meet all federal, state, and local laws for a trailer operated on the highway.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Bulldozer: 180hp

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Minimum 6-cylinder 180 hp diesel engine
- Transmission: Power shift (3 forward, 1 reverse minimum) or hydrostatic drive (variable)
- Undercarriage: 7 rollers each side minimum, top roller each side minimum, manufacturer's standard length track, manufacturer's standard track width, 24" grouser width
- Dozer Blade: Width- 128", height- 48", 2.5 cubic yd. blade capacity, PAT type blade, power angle and tilt, hydraulically controlled
- Weight: Minimum operating weight- 43,000 lbs.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Bulldozer: 70hp

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Minimum 4-cylinder 70 net hp
- Transmission: Hydrostatic, infinitely variable speed, constantly variable
- Undercarriage: Minimum 5 rollers, standard grouser minimum of 16”, top roller each side
- Dozer: Minimum width- 96”, minimum height- 32”, minimum 1.88 cubic yd. blade capacity, power angle tilt (PAT) type blade

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Bulldozer: 90hp

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Minimum 4-cylinder 90 net hp
- Transmission: Hydrostatic, infinitely variable speed, constantly variable
- Undercarriage: Minimum 6 rollers, standard grouser minimum of 18”, top roller each side
- Dozer: Minimum width- 104”, minimum height- 36”, minimum 2.5 cubic yd. blade capacity, power angle tilt (PAT) type blade

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Chipper: Brush Chipper

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions: Weight- 6,800 lbs., width- 72”, height- 100”; length- 176”, 15” chipping capacity
- Engine: 122 hp diesel engine, over center type clutch, heavy duty air cleaner, spin on type filters
- Chassis: Main frame constructed of rectangular tubing or in.zin. section, 7,000 lbs. axle torsion type, electric brakes with breakaway switch, ST 235/80R16 tires load range E, steel wheels, drop leg jack, 2 1/2” diameter lunette or 2 5/16” ball hitch, adjustable height hitch, safety chains, 6-way light connector, all wiring in conduit to lights, four function rear lights
- Feed System: Infeed throat opening- 20” x 15”, serrated infeed rollers, feed rollers hydraulically driven, feed table height- 27”, feed table length- 30”, safety control bar around infeed opening for emergency stop
- Chipper Drum Or Disc: Drum type- 22” diameter x 22” width, 2 knife pockets 180 degrees apart, dual edge reversible knives, extreme duty bearings, adjustable bedknife (reversible), disc type: 37” x 2” diameter disc, 4 knives reversible
- Chipper Housing: Easy access door for knife changes, drop down door for anvil adjustment or clean out, chipper housing to be constructed for maximum safety and operator protection
- Discharge Chute: Rotation of 360 degrees, adjustable chip deflector locking pin for chute rotation
- Miscellaneous: 26 gal fuel tank, nngine shutdown system, locking tool box, vandalism protection

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Compactor: 80,000 lbs. Landfill Compactor

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight- 80,000 lbs.
- Engine: Turbocharged diesel engine 400 hp minimum, spin on type filters
- Transmission/Hydraulic System: Mechanical or hydrostatic drive will be acceptable (2 speeds forward and 2 speeds reverse minimum), spin on type hydraulic filters
- Operating Station: Enclosed sound suppressed cab, air filtration system, air conditioned, heater and defroster, gauges and engine monitoring shutdown system, adjustable suspension seat, outside mirrors, work lights, windshield wipers and washer
- Electrical System: 24 Volt
- Wheels: Compaction wheels- 48” width minimum, wheel diameter- 58” width minimum, chevron chopper blades, weld-on or pin-on teeth type wheels acceptable, anti-wire wrapping device if applicable, cleaner bar if applicable
- Blade: Straight or U type trash blade acceptable, 14’ blade minimum, 6’ blade height minimum, full width trash screen on top of blade, bolt on cutting edges
- Miscellaneous: Fully shielded engine compartment, removable belly pan, landfill shielding package if applicable

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Compressor: Air Compressor - Trailer Mounted

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Approximate Dimensions: Weight- 1,950 lbs., length- 79”, width- 40”, height- 47”
- Engine: 49 hp Tier 4 Engine, 12 Volt electrical system, engine protection system, gauge package
- Compressor: 185 cfm @ 100 psi, rotary or reciprocating style compressor, 2 service valves
- Trailer: 3,700 GVW axle rating, manufacturer rated tires, fold up tongue jack
- Enclosure: Fixed weather enclosure over entire engine/compressor, 2 full size tool boxes

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight- 40,000 lbs., minimum gross weight (with payload)- 91,000 lbs.
- Engine: Turbocharged diesel engine 265 hp, 549 cubic in. minimum, spin on type filters, two stage air cleaner
- Transmission: 6 speeds forward, 1 speed reverse, top speed of 31 mph, hydraulic retarder
- Brakes: Disc type service brakes, disc type parking brake
- Axles & Differentials: Differential locks, planetary gear reduction final drives, inter axle differential lock
- Tires: Tubeless, radial off road hauler tires, 23.5 R 25 tire size
- Steering: 45 degree left or right articulation angle, secondary electric steering system for emergency steering, double acting steering cylinders
- Operating Station: Cab to be pressurized, heated, air conditioned and filtered, built in ROPS/FOPS protection, suspension type operators seat with seat belt, cab instrumentation or engine monitoring system with audible alarms, tinted glass windows, sun visor, front and rear intermittent windshield wipers, work lights, headlights, stop, tail and turn signal lights, left and right mirrors
- Body: Dump body tipping angle 70 degrees, mud flaps, two single stage double acting body hoist cylinders, 18 yd. heaped capacity, body rise time maximum 12 seconds
- Miscellaneous: 95 gal fuel tank minimum, guard or shielding package

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Excavator: All Terrain Walking Excavator

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: 15,873 lbs. 2x4, 17,196 lbs. 4x4 Option
- Engine/Cab: Diesel engine, minimum 95 net hp, roll over enclosed cab air conditioned and heated, hinged quick release side window for emergency exit (operational at all boom positions), hinged front window opening outward for safety (not inward reducing operator head room), gauges or warning indicators for fuel level, engine oil, hydraulic oil and coolant, mirrors, air suspension operators ft. seat, full size cab (width of machine)
- Travel System: Minimum high-speed travel- 5 mph, minimum grade-ability 70%, four tires
- Hydraulic System: Digging depth- 15’4”, auxiliary hydraulic circuit and controls plumbed to the end of stick with disconnect to allow the use of hydro-mechanical work tools, hydraulic swing system, stabilizers to be individually controlled in the vertical and horizontal positions
- Electrical System: Work lights
- Bucket: 4’ wide grading bucket

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight- 15,590 lbs.
- Engine: 53 hp diesel engine, fuel capacity 26 gal
- Travel System: Minimum high-speed travel of 3.0 mph
- Undercarriage: Overall track length 9’ 1”, overall track width 11’ minimum 7’ 6”, shoe width 17.7” minimum
- Operating Station: ROPS Cab to be air conditioned, heated and pressurized filtration system, opening front windshield, adjustable suspension type seat with safety belt, tinted safety glass, engine monitoring system with audible alarms, work lights
- Stick, Boom, Bucket: Boom and stick combination to allow minimum reach at ground level of 20’ 11”, bucket to be general purpose bucket, appropriately sized for machine and included
- Swing System: Swing radius 5’ approximate, swing speed 9.0 rpm

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight- 38,000 lbs.
- Engine: Turbocharged diesel engine 113 hp
- Travel System: Travel speed of 3.2 mph
- Hydraulic System: Standard auxiliary hydraulic valve, main hydraulic system flow 72 gpm minimum
- Undercarriage: Overall track length 12’ 10” minimum, overall track width 8’ 5” minimum, shoe width 24”
- Operating Station: ROPS Cab to be air conditioned, heated and pressurized filtration system, intermittent windshield wipers, opening front windshield, adjustable suspension type operator seat with safety belt, work lights

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight- 76,550 lbs.
- Engine: Turbocharged diesel engine 257 hp, fuel capacity 145 gal
- Travel System: Travel speed of 2.9 mph
- Hydraulic System: Standard auxiliary hydraulic valve, main hydraulic system flow 144 gpm minimum
- Undercarriage: Overall track length 16’ 2”, overall track width 10’ 6”, shoe width 24”
- Operating Station: ROPS cab to be air conditioned, heated and pressurized filtration system, intermittent windshield wipers, opening front windshield, adjustable suspension type operator seat with safety belt, tinted safety glass, engine monitoring system with audible alarm, work lights
- Stick, Boom, Bucket: Boom and stick combination to allow minimum reach at ground level of 35’ 6”, bucket to be a general-purpose bucket, appropriately sized for machine and include
- Swing System: Swing radius 12, Swing speed 9.2 rpm

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: 7,105 lbs. minimum
- Engine/Cab: Diesel engine, minimum 23 hp, ROPS canopy, gauges or warning indicators for fuel level, engine oil, hydraulic oil and coolant
- Travel System: Minimum high-speed travel 2.3 mph, minimum gradeability, 20 degrees, 11" wide rubber belt tracks
- Hydraulic System: Digging depth 9' minimum, auxiliary hydraulic circuit and controls plummed to the end of stick with disconnect to allow the use of hydro-mechanical work tools, backfill blade, hydraulic swing system.
- Electrical System: Work lights

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Excavator: Telescopic Excavator - 45,000 lbs. Operating Weight - Tracked Type

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight 45,000 lbs.
- Engine: 4-cylinder turbocharged diesel, 170 hp at 2200 rpm,spin on type filters, two stage air cleaner, 12 volt 100 amp alternator, 90 gal fuel capacity
- Track Drive: 2-speed automatic with manual override, high torque piston motors each track, planetary drives, travel speed high 3.4 mph, low 1.9 mph, automatic parking brake, individual track control
- Tracks: 23.6 pad size
- Operator Station: Acoustical lined, adjustable seat, tinted safety glass, filtered fresh air, heater, air conditioned, and defroster, wipers and washers, skylight, work lights
- Operator Station Controls: Electric engine monitoring system, auto idle, electronic joysticks on adjustable pedestals, pedals for travel and steering, low/high travel switch, engine speed control
- Safety Items: Electric horn, movement alarm, fire extinguisher, mirrors, right and left side
- Hydraulic System: Hydraulic oil cooler, 120 hp track drive motors (each), 64 hp swing motor, electronic hydraulic system monitor, spin on hydraulic filters, swing speed 7.0 rpm, automatic swing brake
- Boom: Telescopic boom, 180 degree boom rotation, 30’ reach at ground level from center pivot to buck cutting edge
- Bucket: 60” ditching bucket provided with machine, quick attach type 1
- Weight: Minimum operating weight- 47,000 lbs.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Excavator: Telescopic Excavator - 47,000 lbs. Operating Weight - 6x6 Wheeled Type

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight 47,000 lbs.
- Carrier: 6-cylinder turbocharged diesel engine, 250 hp at 2200 rpm, spin on type filters, two stage air cleaner, 24 volt 70 amp alternator, 6-speed automatic transmission, 1 to 1 transfer case with front axle disconnect, one person carrier cab, air ride seat, heater, air condition, and defroster, 2-speed windshield wipers, tinted glass, isolated and acoustic lined, gauges to monitor engine functions, frame sized for GVW and stress of mounted upper structure, bolt on front bumper, desiccant type, spin on type, air dryer, fuel tank 50 gal minimum,
- Safety: Electric horn, west coast mirrors with convex spot mirrors, tow hooks, fire extinguisher, backup alarm
- Front Axle: 16,000 front drive axle, leaf spring suspension, 16.5”x5” “S” cam brakes, automatic slack adjuster, integral power steering, hydraulic axle lockouts, 425/65R22.5 on/off road tires
- Rear Axle: Tandem axles 40,000 lbs. rated, Hendrickson rear suspension, 16.5”x7” “S”cam brakes, automatic slack adjusters, 11R 24.5 traction type tires
- Upper Structure: Hydraulic system- 80 hp drive motor, 44 hp swing motor, automatic swing park brake, 50 gal oil reservoir, spin on hydraulic filters, swing speed 8 rpm, hydraulic remote control- travel and steering controls in upper structure cab, automatic brakes and axle lockouts, movement alarm, upper structure cab- isolated and acoustic lined, tinted safety glass, adjustable operators seat, heater, air condition, and defroster, work lights, wipers and washers, mirrors on left and right, skylight upper structure control-electronic joysticks on adjustable pedestals, engine monitoring lights or gauge with audible warning or automatic shutdown, pedals for steering and travel, low/high travel switch, electric horn, engine speed control bucket- quick attach type, 60” ditching bucket provided with machine, boom- telescopic boom, 180 degree boom rotation, 30’ reach at round level from upper structure pivot to bucket cutting edge

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Excavator: Vacuum Excavator - Trailer Mounted

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: 14,000 lbs. GVWR
- Engine: 36 hp diesel engine, water cooled, fully enclosed sound attenuated engine enclosure (including vacuum pump and high-pressure water pump), 15 gal fuel tank
- Vacuum Pump: 580 cfm at 15” of mercury, mounted inside engine enclosure, washable filtration cylinders, reverse pressure (to clear hose and offload liquids)
- High Pressure Water System: 400 psi at 4 gpm water pump, low water automatic shutdown, two 100 gal poly water tanks, 50’ high pressure water hose on hose reel, 5’ and 3’ wand and control handle
- Controls: Lockable and waterproof, curbside located, oil pressure, water temperature, fuel and vacuum gauge, electronic throttle
- Tank: Full open rear door, door hydraulically opened, twin dump cylinders, 6” stainless steel portal shutoff, 800 gal debris tank capacity
- Boom: 4” pickup hose, hydraulically powered in/out and up/down, boom cradle, 360 degree movement, 2 dielectric 3” suction wands, 33’ rubber suction hose
- Trailer: 7,000 lbs. dexter torsion axles, 14,000 lbs.GVWR, 10,000 lbs. jack stand, I beam construction, Pintle hitch, electric brakes with safety breakaway, LT235/85R16 tires, Stop/tail/turn lights

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight- 42,000 lbs.
- Engine: Turbocharged diesel engine 140 hp, spin on type filters, two stage air cleaner
- Travel System: Travel speed of 21 mph
- Hydraulic System: Standard auxiliary hydraulic valve, hydraulic system flow 99 gpm minimum
- Wheel Drive: Wheelbase 8’ minimum, tire size 10:00x20, ground clearance 13” minimum, gradeability 61 percent
- Operating Station: Cab to be air conditioned, heated, and pressurized filtration system, intermittent windshield wipers, opening front windshield, vibration dampening cab mounts, adjustable suspension type operator seat with safety belt, tinted safety glass, engine monitoring system with audible alarms, work lights, stop/tail/turn and emergency flashers
- Stick, Boom, Bucket: Boom and stick combination to allow minimum reach at ground level of 30’ minimum, bucket to be a general purpose bucket, appropriately sized for machine and included
- Swing System: Swing radius 7’ approximate, swing speed 9.5 rpm minimum
- Miscellaneous: Fuel capacity of 77 gal minimum
- Blade/Outriggers: Front blade with 8’ minimum, rear outriggers FLO

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Forklift: Cushion Tire - 4,000 lbs. Capacity

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: 50 hp LP gas engine
- Transmission: Powershift type, inching pedal, 1 speed forward, 1 speed reverse
- Hydraulic System: 19.0 gpm at 2250 psi
- Chassis: Wheelbase- 46", tread width- 33" (with standard tires), ground clearance at lowest point- 3"
- Tire size: Front- 18.0 x 7 x 12 cushion tire, rear- 14.0 x 5 x 10 cushion tire, steering radius- 72"
- Brakes: Hydraulic service brakes, mechanical parking brake
- Lift: Two stage lift mast, Lift height minimum - 130", Lift capacity- 4,000 lbs., fork spacing- 7" to 32" minimum, tilt- 5 degrees forward, 10 degrees backward
- Miscellaneous: FOPS protection, work lights, seat belts

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Lift Capacity: 5,000 lbs. minimum capacity
- Lift Height: Minimum of 14’
- Weight: 12,800 lbs.
- Front Tire Track Width: 80”
- Turning Radius: 13’
- Engine: 70 hp diesel, 24 gal fuel tank
- Transmission: Fwd/rev shuttle shift, 4WD
- Tires: Front 16.9-24, rear 12-16.5 lug type tires
- Mast: 3 stage, side shift, fwd/backward tilt, load cushioning
- Operator Station: Adjustable seat, seat belt, FOP overhead guard, b/u alarm , ANSI safety compliant

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Forklift: Telescopic Tool Carrier/Telehandler

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Approximate Dimensions: Length- 196”, width- 90”, height w/cab- 93”, wheelbase- 113”, weight: 17,155 lbs.
- Engine: Diesel Tier 4 100 hp, Turbocharged, heavy duty cooling system
- Powertrain: Hydrostatic drive, 2 travel speeds low speed 3.0 mph, high speed 18 mph, all wheel drive, 3 steering modes- all wheel, crab, and front wheel, industrial lug type tires
- Comfort, Convenience And Safety: Certified ROPS cab with air conditioning and heat, suspension seat w/ seat belt, work lights, safety lights, and warning beacon, attachment controls in cab, engine gauge instrumentation
- Hydraulic System: Lift capacity 7,700 lbs., max lift 22’, boom breakout force- 8,000 lbs.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Generator: 60kW Stationary

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Generator Requirements: Standby duty rated equal to the kW rating of the item group bid, 60kW, 75 kVA, 0.8 power factor, 480 volts 3 phase, 60 Hz, 1,800 rpm, directly connected to the engine flywheel housing with flex coupling, generator shall meet performance class G3 of IEC, unit shall be in compliance with and be UL 2200 labeled
- Engine: Water cooled diesel engine, sized for generator set, emission compliant engine
- Controls: Solid state, microprocessor-based generator controls, controls shall provide all operating, monitoring and control functions for generator set
- Enclosure/Silencer: Complete diesel engine generator set including control panel, engine starting batteries shall be enclosed in a factory assembled water protective, sound attenuated enclosure, critical grade silencer, companion flanges, flexible stainless-steel exhaust
- Fuel Tank: Double wall sub-base tank integral to enclosure, 24-hour capacity at 100% at full load, rupture basin with 110% capacity, locking fuel caps, mechanical fuel level gauge, low fuel level alarm contact, fuel tank rupture alarm contact, must meet UL 142, must meet FDEP standards as applicable
- Battery Charger: Current limiting battery charger to automatically charge batteries, charger shall be dual charge rate with automatic switching to boost rate when required, charger shall be mounted on genset package
- Startup And Testing: Vendor must coordinate all startup and testing activities with the engineer and owner, after installation is completed by others and normal power is available, the vendor must perform a one (1) day startup including the use of building load, the startup technician will instruct all necessary personnel how to operate and maintain the equipment in accordance to the manufacturer`s requirements
- Conditions: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacture for this model and shall include but not be limited to the following necessary items- initial filling of oil and antifreeze (fuel provided by others), shrink wrap applied to the product to ensure a clean finish, during the startup, the technician shall record the following information and provide to the owner for his records- record Operating Voltage, Hz, Ph, and connected load (Amperage), package information consisting of make of generator, model, serial number of complete package, and startup date, record engine and generator serial numbers, one complete set of operation and maintenance manuals, two (2) year or 1500-hour standard standby generator warranty, labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Generator: 125kW Stationary

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Generator Requirements: Standby duty rated at 125.0 kW, 156.3 kVA, 8 power factor, 480 volts, 3 phase, 60 Hz, 1,800 rpm, directly connected to the engine flywheel housing with flex coupling, generator shall meet performance class G3 of IEC, unit shall be in compliance with and be UL 2200 labeled
- Engine: Water cooled diesel engine, sized for generator set, emission compliant engine
- Controls: Solid state, microprocessor-based generator controls, controls shall provide all operating, monitoring and control functions for generator set
- Enclosure/Silencer: Complete diesel engine generator set including control panel, engine starting batteries and fuel oil tank shall be enclosed in a factory assembled water protective, sound attenuated enclosure, critical grade silencer, companion flanges, flexible stainless-steel exhaust
- Fuel Tank: Double wall sub-base tank integral to enclosure, 24-hour capacity at 100% at full load, rupture basin with 110% capacity, locking fuel caps, mechanical fuel level gauge, low fuel level alarm contact, fuel tank rupture alarm contact, must meet UL 142 and FDEP standards
- Battery Charger: Current limiting battery charger to automatically charge batteries, charger shall be dual charge rate with automatic switching to boost rate when required, charger shall be mounted on genset package
- Startup And Testing: Vendor must coordinate all startup and testing activities with the engineer and owner, after installation is completed by others and normal power is available, the vendor must perform a one (1) day startup including the use of building load, the startup technician will instruct all necessary personnel how to operate and maintain the equipment in accordance to the manufacturer's requirements
- Conditions: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacture for this model and shall include but not be limited to the following necessary items- initial filling of oil and antifreeze (fuel provided by others), shrink wrap applied to the product to ensure a clean finish, during the startup, the technician shall record the following information and provide to the owner for his records- record Operating Voltage, Hz, Ph, and connected load (Amperage), package information consisting of make of generator, model, serial number of complete package, and startup date, record engine and generator serial numbers, one complete set of operation and maintenance manuals, two (2) year or 1,500-hour standard standby generator warranty, labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Generator: 150kW Mobile

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Generator Requirements: Standby duty rated at 150 kWe, 187 kVA, 8 power factor, prime power duty rating 135 kWe, 168 kVA, 0.8 power factor, main breaker shall be equipped with shunt trip, generator end shall be direct coupled to the engine flywheel with a flexible coupling, generator shall meet performance class G3 of IEC, jacket water heater
- Engine: 6-cylinder, water cooled, 1,800 rpm, diesel engine, current emission compliant diesel engine, spin on fuel and oil filters
- Voltage Change Over Switch & Distribution: Manual 3-position voltage change over switch to select each voltage as specified when the unit is not running, 1 Ph 120/240, 3 Ph 120/240, 3 Ph 120/208, and 3 Ph 277/480, a five-point connection shall be provided for ease of connection of load leads, one 50 amp, 120/240 vac, 1 Ph, twist lock receptacle, one 30 amp, 120/240 vac, 1 Ph, RV type receptacle, two 20 amp, 120/240vac, 1 Ph, duplex receptacle, two 20 amp, 120/240 vac, 1Ph, duplex GFI receptacle, each receptacle shall be protected by a individual circuit breaker, a receptacle shall be provided to power both the jacket water heater and on-board battery charger, two thumb screw type connection points shall be provided for remote auto start.
- Controls: Solid state, microprocessor-based generator controls, controls shall provide all operating, monitoring and control functions for the generator set, controls shall provide for auto start/stop functions, a emergency stop push button will be installed, a voltage adjustment shall be provided in the panel to adjust voltage in all voltage positions, a switch shall be provided in the panel to turn all power off in the panel if not being used
- Enclosure: Complete diesel engine generator set including control panel, engine starting batteries and fuel tank shall be enclosed in a factory assembled weather protective, sound attenuated enclosure, the sound attenuated enclosure noise level is not to exceed 73-75 dba @ 21', oil and water drain lines shall be provided and extend to the enclosure wall with valves for easy service, critical grade silencer, companion flanges, flexible exhaust-flex, keyed alike lockable doors
- Startup & Commissioning: One (1) day startup including operational test of equipment showing proper connection of cables with safety issues performed by a factory trained technician, the startup technician will instruct personnel how to operate and maintain the equipment in accordance with the manufacturer's requirements
- Conditions: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacturer for this model and shall include but not be limited to the following items- all product shall be new and of current design, initial filling of oil and antifreeze (diesel fuel by others), during startup, the technician shall record the

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

following information and provide to owner for his records- Operating Voltage, Hz, Ph, and connected load (Amperage) [if any], package information consisting of make of generator, model, serial number of complete package, and startup date, written information consisting of make, model, serial number, and startup date, record engine and generator serial numbers, one complete set of operation and maintenance manuals, two (2) year or 1500-hour standard mobile generator warranty will apply, generator to be transported to authorized servicing dealer for warranty repair during normal business hours

- Trailer: The trailer must have a VIN and a certificate of origin

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Generator: 500kW Mobile

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Generator Requirements: Standby duty rated at 500 kW, 625 kVA, 0.8 power factor, prime power duty rating 450 kWe, 563 kVA, 0.8 power factor, main breaker shall be equipped with shunt trip, generator end shall be direct coupled to the engine flywheel with a flexible coupling, generator shall meet performance class G3 of IEC, jacket water heater with service valves to ensure coolant does not need to be drained if heater needs service
- Engine: 6-cylinder, water cooled, 1800 rpm, diesel engine, current emission compliant diesel engine, spin on fuel and oil filters, 120 vac, 1 Ph, 60 Hz input 10 amp, 24 vdc, output automatic battery charger, standard 4D lead acid batteries with battery rack and cables
- Voltage Change Over Switch And Distribution: Manual 2 position voltage change over switch to select each voltage as specified when the unit is not running 3 Ph 120/208, and 3 Ph 277/480, load leads shall be attached to the generator using two (2) forms and shall be rated for 2000 amps, generator will be equipped with both, five (5) compression lugs per phase rated for 400 amps each, 20 amp, 120 vac, 1 Ph, male receptacle shall be provided to power the jacket water heater, a 20 amp, 120 vac, 1 Ph, male receptacle shall be provided to power the battery charger, two thumb screw type connection points shall be provided for remote auto start
- Controls: Solid state, microprocessor-based generator controls, controls shall provide all operating, monitoring and control functions for the generator set, controls shall provide for auto start/stop functions, an emergency stop push button will be installed, a voltage adjustment shall be provided in the panel to adjust voltage in all voltage positions, a switch shall be provided in the panel to turn all power off in the panel if not being used, a front face mounted circuit breaker shall be provided to protect the panel from any D.C. spikes
- Enclosure: Complete diesel engine generator set including control panel, engine starting batteries and fuel tank shall be enclosed in a factory assembled weather protective, sound attenuated enclosure, the sound attenuated enclosure noise level is not to exceed 80 dba @ 21', enclosure shall be constructed from aluminum, preferably out of .125 thickness and 5,058 marine grade aluminum, oil and water drain lines shall be provided and extend to the enclosure wall with brass ball valves for easy service, critical grade silencer (25 db reduction), companion flanges, flexible exhaust-flex, keyed-alike lockable doors
- In Base Fuel Tank Trailer: Trailer shall be DOT approved with proper serial number data plate indicating weight capacity minimum of 20,000 lbs., trailer will have dual axles with torque springs to reduce overall height of package, standard 7 pin vehicle wiring connector to be supplied, trailer will have two rear level jacks with sand shoes and front leveling jack, trailer will have hydraulic brakes, trailer will have all necessary safety equipment to include, but not

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

be limited to, an adjustable and removable pintle hitch, 36” safety chains, fenders, lights per DOT, and break away cable, tires will be minimum load range type "D" (8 ply rating) with matching steel rims, rims are to be finish painted, minimum 8-hour capacity at 75% load rating to determine single wall tank size, a mechanical fuel gauge will be provided, locking fuel cap, low fuel level alarm, all necessary vents and caps will be provided along with suction, return, and drain points

- Battery Charger: Battery will be installed in holding container with battery cables, current limiting battery charger to automatically charge batteries, charger shall be dual charge rate with automatic switching to boost rate when required, charger mounted inside generator set package, fully charged battery will be provided at time of delivery and startup, 120-volt shore power connector for battery charger
- Startup And Commissioning: One (1) day startup including operational test of equipment showing proper connection of cables with safety issues performed by a factory trained technician, the startup technician will instruct personnel how to operate and maintain the equipment in accordance with the manufacturer`s requirements
- Conditions: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacturer for this model and shall include, but not be limited to, the following items- all product shall be new and of current design, initial filling of oil and antifreeze (diesel fuel by others), during startup, the technician shall record the following information and provide to owner for his records- Operating Voltage, Hz, Ph, and connected load (Amperage-if any), written Information consisting of make, model, serial number, and startup date, record engine and generator serial numbers, one complete set of operation and maintenance manuals, two (2) years or 1,000 hours standard mobile generator warranty will apply, whichever occurs first, generator to be transported to authorized servicing dealer for warranty repair during normal business hours
- Trailer: The trailer must have a VIN and a certificate of origin

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Generator: 500kW Stationary

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Generator Requirements: Standby duty rated at 500 kW, 625 kVA, 0.8 power factor, 480 volts, voltage options are- 120/240, 120/208 or 277/480 3 Ph, directly connected to the engine flywheel housing with a flex coupling, generator shall meet performance class G3 of IEC, unit shall be compliance with UL 2200 specifications
- Engine: 6-cylinder, water cooled, 1800rpm, diesel engine, emission compliant engine to stationary standby regulations.
- Controls: Solid state, microprocessor-based generator controls, controls shall provide all operating, monitoring and control functions for the generator set, control panel is NFPA110 compliant
- Enclosure/Silencer: Complete diesel engine generator set including control panel, engine starting batteries and fuel oil tank shall be enclosed in a factory assembled weather protective, sound attenuated enclosure with oil and water drain lines, enclosure shall be constructed from aluminum, preferably out of .125 thickness and 5,058 marine grade aluminum, critical grade silencer (25DB Reduction), companion flanges, flexible stainless-steel exhausts flex
- Fuel Tanks: Double wall sub-base diesel fuel tank shall be integral to the enclosure, 24-hour capacity at 75% load rating, rupture basin will be of 110% capacity, locking fuel caps, all necessary vents and caps will be provided, mechanical fuel level gauge, low fuel level alarm contact, fuel tank rupture basin alarm contact, must meet UL 142 and FDEP standards
- Battery Charger: Current limiting battery charger to automatically charge batteries, charger shall be dual charge rate with automatic switching to boost rate when required, charger shall be mounted on genset package.
- Startup And Commissioning: Vendor must coordinate all startup and testing activities with the engineer and owner, after installation has been completed, approved by the local electrical inspector, and normal power is available, the vendor will perform a one (1) day startup including the use of building load, the startup technician will instruct all necessary personnel how to operate and maintain the equipment in accordance to the manufacturer's requirements
- Conditions: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacture for this model and shall include but not be limited to the following necessary items- initial filling of oil and antifreeze, shrink wrap applied to the product to ensure a clean finish, during the startup, the technician shall record the following information and provide to the owner for his records- record operating voltage, Hz, Ph, and connected load (Amperage), package information consisting of make, model, serial number, and startup date, record engine and generator serial numbers, one complete set of

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

operation and maintenance manuals, two (2) years or 1,500 hours standard standby generator warranty, whichever occurs first, labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Horizontal Directional Drill

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Width: 89”
- Heighth: 76”
- Weight: 20,700 lbs.
- Lenghth: 20’
- Engine: 125 hp, liquid cooled diesel, meeting current emission level, 44 gal fuel capacity
- Operational: Thrust/pullback 28,000 lbs., carriage speed 240 fpm, spindle torque 4200’ lbs., rotational speed 270 rpm, bore diameter 4”, ground speed 3.0 mph, drill rack angle 14-21 degrees
- Controls: Touchscreen guidance display
- Drill System: Hydraulic vise, stakedown system , strike alert, remote lockout, work lights
- Drill Pipe: Rod diameter- 2.38”, length- 10’, weight- 73 lbs., bend radius- 108’
- Color: Manufacturers standard color
- Fluid System: Mixing

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Leaf Collector: Trailer Mounted

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Motor: 74 hp diesel engine, liquid cooled, current level emission compliant, 50 gal fuel capacity
- Fan: 27” fan, direct drive
- Pickup Hose: 16” diameter, 3 function hydraulically controlled arm, safety interlock
- Collection Body: 30 cubic yd. capacity w/ tailgate, scissor hoist, hydraulic dump
- Ride On Operator Station: All machine controls to be located at operator station, seat belt, emergency shutdown
- Dust Control: Dust control system, pump, 3 nozzles , 90 gal water tank
- Trailer: Frame, axles, tires, electric brakes will be sized for GVWR of unit, DOT compliant marking and lighting, pintle hitch, yellow flashers, tongue jack
- Color: Manufacturers standard color

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Lift: Scissor Lift - Self Propelled

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions (approximate): 64" x 29" platform, 36" extension deck, 25’ working height (raised), 18’ platform height (raised), lift capacity 500 lbs.
- Power: 24 volt, 4-6 volt batteries, on board charging system, dual front wheel drive
- Brakes: 2 or 4 wheel brakes
- Platform: Fixed rails, 36" extension deck, AC power to platform, lanyard attachment points
- Safety: Manual platform lowering, emergency stop on platform and ground control, descent alarm, hour meter, horn, pothole guards, on board diagnostic system, tilt lever sensor with alarm, scissor maintenance prop

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Light Tower: Hybrid Light Tower

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions (approximate): length- 174”, width- solar panels retracted 69”, height- 72”, mast deployed height- 30’, weight- 1,850 lbs.
- Generator: Perkins 403.F.11-10 kW Tier 4, 2 20A/120 v receptacles, electric start 12-30 gal fuel tank, auto mode- automatic start for low battery hybrid systems automatically switches between solar battery, generator, or standard household current
- Trailer: Axle 2000 lbs., 13in” wheels, hitch 3 position adjustable ball, stabilizers- 2 extendable outriggers, 1 trailer jack, top mounted fork pockets and single lifting eye, powder coated DOT rated trailer with lights, trailer weight- 1,850 lbs.
- Mast: 30’ extendable mast in 3 stages wind stability to 40 mph rotates 90 degrees
- Lights: 4 quick connect 320 watt each, LED lights, dimmer control, instant on/off, 365 day programmable timer for lights, on/off, lens patter spread of 150 degrees, meets DOT anti-glare regulations
- Solar Panels: 5 100 watt panels, operating temperature- 40c to 46c 7
- Batteries: 4 deep cycle batteries, optional lithium cells, 12 volt, 220 amp hours

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Light Tower: Light Tower - Trailer Mounted

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions (Approximate): Length- 170”, width- 51”, height- 74”, mast deployed height- 30’, weight- 1,610 lbs.
- Engine: 3-cylinder diesel engine, 12 hp at 1800 rpm, engine protection shutdown system
- Generator: Wattage output 7,000 watt max, 6000 watt continuous, brushless type, 120/240 volts at 60 hz /- 6% regulated, amps at 120/240v 50/25, insulation class
- FUEL TANK: 30 gal capacity, run time (approx.) 64 hours
- Trailer: Axle 1,800 lbs., 13” tire size, hitch 2” ball, leaf spring suspension, tongue jack, 4 outrigger jacks
- Control Panel: Individual breakers for lights, hour meter, cabinet lights, external receptacles- 1-30 amp 120/240 volt, twist lock, 1 GFC1, 15 amp 120 volt
- Mast: 32’ extendable mast, 4 each metal halide light heads, 440,000 lumens,360-degree mast rotation, fold down for transport, winch for mast extension

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Loader: Loader Backhoe - 4x4

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Minimum 87 hp diesel engine, dry type, radial seal air cleaner and pre-cleaner unit, spin on type engine oil filter
- Transmission: 4-speed power shift or power shuttle transmission
- Operator Environment: OSHA approved ROPS canopy shall be integral, two front and two rear work and driving lights Stop and turn signals with flashing hazard lamps Instrument panel with a complete set of gauges or an electronic monitoring device Standard horn and audible back-up alarm
- Brakes: Brakes shall be oil immersed, hydraulically actuated, multiple disc on final drive input shaft Brakes shall be completely enclosed and sealed, fully self-adjusting
- Loader (Single Tilt Cylinder): Loader shall be equipped with a return to dig mechanism, loader shall have positive down pressure sufficient to lift the tractor front end off level ground, loader bucket SAE heaped capacity of minimum 1.3 yd. with replaceable bolt on edge
- Backhoe: Fixed length dipper stick digging depth approximately 14’, reach from swing center, approximately 18’, dump height, approximately 11’ 3”, digging force approximately 8,000 lbs., bucket dig force, approximately 11,990 lbs., 24” general purpose bucket with replaceable teeth

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Minimum 3-cylinder 56 hp diesel
- Transmission: Hydrostatic drive forward, reverse, travel speed controlled by two hand levers
- Engine Equipment: Spin on type filters, dry type air filter
- Operator Environment: OSHA approved ROPS canopy shall be integral, front and rear work lights, hazard lights, engine monitoring system or gauges, with audible alarm, tires 10x16.5 extra walls, horn and backup alarm
- Brakes: Parking brake, hydrostatic main braking
- Loader: Front auxiliary hydraulics, foot or hand controls for bucket, minimum 62” wide construction bucket, operating capacity 1,800 lbs. minimum

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Minimum 3-cylinder 83 hp diesel
- Transmission: Hydrostatic drive forward, reverse, travel speed controlled by two hand levers
- Engine Equipment: Spin on type filters, dry type air filters
- Operator Environment: OSHA approved ROPS canopy shall be integral, front and rear work lights, hazard lights, engine monitoring system or gauges, with audible alarm, horn and backup alarm, tires 14x17.5 extra wall
- Brakes: Parking brake, hydrostatic braking
- Loader: Front auxiliary hydraulics, foot or hand controls for bucket, minimum 84” wide construction bucket

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Minimum 3-cylinder 74 hp diesel, spin on type filters, dry type air filters
- Transmission: Hydrostatic drive, forward, reverse, travel speed controlled by two hand levers
- Operator Environment: OSHA approved ROPS canopy shall be integral, front and rear work lights, hazard lights, engine monitoring system or gauges, with audible alarm, horn and backup alarm
- Brakes: Parking brake, hydrostatic braking
- Bucket: Minimum 66” construction bucket, bolt on, replaceable cutting edge for bucket, operating capacity 3,100 lbs. minimum

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Loader: Wheel Loader - 1.5 cubic yd.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine/Cab:, 6-cylinder diesel engine, liquid cooled, minimum 77 hp, ROPS cab with air conditioning and heat
- Transmission: Power shift transmission with torque converter or hydrostatic drive, minimum of 4 forward and 3 reverse speeds
- Drivetrain: Four wheel drive, 15.5-25 bias ply tires mounted on multi piece rims
- Loader: 1.5 cubic yd. general purpose bucket with bolt on cutting edge, bucket position indicator, automatic return to dig, rear drawbar, gauges and indicators- visual hydraulic oil level indicator, electronic monitor display of all fluid levels and temperatures, deluxe suspension seat with foam padding and backrest, articulated steering, clearance circle 34' .02", wheelbase of at least 7', minimum operating weight of 12,727 lbs.
- Electrical: Manual battery disconnect switch, driving lights, front and rear work lights, stop lights, warning lights and taillights

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Loader: Wheel Loader - 3.0 cubic yd.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine/Cab: 6-cylinder diesel engine, liquid cooled, minimum 140 hp, ROPS cab with air conditioning and heat
- Transmission: Power shift transmission with torque converter or hydrostatic drive, minimum of 4 forward and 3 reverse speeds
- Drivetrain: Four wheel drive, 20.5-25 radial tires mounted on multi piece rims
- Loader: 3.0 cubic yd. general purpose bucket with bolt on cutting edge, bucket position indicator, automatic return to dig, rear drawbar, gauges and indicators- visual hydraulic oil level indicator, electronic monitor display of all fluid levels and temperatures; deluxe suspension seat with foam padding and backrest, articulated steering, 40 degrees minimum each direction, wheelbase of at 9’ 4” minimum, minimum operating weight of 26,000 lbs.
- Electrical: Manual battery disconnect switch, driving lights, front and rear work lights, stop lights, warning lights and taillights

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Loader: Wheel Loader - 5.75 cubic yd.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine/Cab:, 6-cylinder diesel engine, liquid cooled, minimum 280 hp, ROPS Cab with air conditioning and heat
- Transmission: Power shift transmission with torque converter or hydrostatic drive, minimum of 4 forward and 3 reverse speeds
- Drivetrain: Four wheel drive, manufacturer's standard axle, 26.5-R25 radial tires mounted on multi piece rims
- Loader: 5.75 cubic yd. general purpose bucket with bolt on cutting edge, bucket position indicator, automatic return to dig, rear drawbar, gauges and indicators- visual hydraulic oil level indicator, electronic monitor display of all fluid levels and temperatures, deluxe suspension seat with foam padding and backrest, articulated steering, 40 degrees minimum each direction, wheelbase of 11' 4" minimum, minimum operating weight of 53,674 lbs.
- Electrical: Manual battery disconnect switch, driving lights, front and rear work lights, stop lights, warning lights and tail lights

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Low Speed Vehicle: Electric Type

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Classification: These vehicles are primarily used to transport people and limited cargo in the State of Florida on typical federal, state, county and city highways and roads that are posted for 35 mph or less and shall be designed to operate under typical environmental conditions, vehicles must conform to Federal Motor Vehicle Safety Standards, State of Florida Vehicle Safety Laws, regulations, specifications, standards, and requirements in effect as of the date of manufacture
- Engine: 5.5 hp 4 kW electric motor, 48 volt lead acid batteries (8 batteries x 6v), 110v eagle on board charger, 50 miles per charge, max forward speed 25mph, digital speedometer and dashboard
- Dimensions (approximate): Length- 96", height- 76", width- 48", wheel base- 66.9", ground clearance- 5", body- plastic body and fiberglass roof, DOT windshield with wiper
- Comfort Items: 4 person seating with flip rear seat for cargo
- Chassis/Steering/Suspension: 10’ turning radius, steel frame type chassis, 500lbs. GVW capacity
- Tires And Wheels: 205/50-10 tires, 10" aluminum rims
- Brakes: 4 wheel hydraulic, hand brake
- Safety Items: 100% Electric with zero emissions, 12v headlights and indicators, voltmeter, turn signals, side and rear-view mirrors, reverse alarm, non-slip flooring, neutral switch when vehicle is standing still, horn

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Motor Grader: Large

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Liquid cooled 6-cylinder diesel with minimum of 140 net hp @ 1900 rpm
- Transmission: Power shift with direct drive, minimum 8 forward and 4 reverse speeds Brakes: Wet multiple disc
- Steering & Articulation: Front steer plus articulated, minimum articulation 20 degrees
- Moldboard: Minimum 12’ long
- Operator Environment: Low profile cab, cloth adjustable seats, gauges including hour meter, fuel, articulation, engine coolant temperature
- Tires: Minimum 13.0-24 10 PR 9” single piece rim

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Motor Grader: Small

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions (approximate): Length- 21', width- 7', height with cab- 10' 4", weight- 15,200 lbs.
- Engine: Diesel, turbocharged 110 hp, 39 gal fuel tank
- Drive Train: Hydrostatic drive or power shift, 2-speed gear box
- Brakes: Fail safe brake system
- Steering/Articulation: 18 degree articulation left or right, front wheel lean
- Moldboard/Blade: 10' sliding/tilting moldboard, 10' blade, circle side shift, scarifier- center mount, front mount or rear mount acceptable, adjustable turn table, blade float control
- Operators Station: Enclosed cab, front and rear windshield wipers, suspension seat, air conditioned and heated cab, gauge package work lights

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Mower: 15ft. Flex Wing Rotary Mower

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Deck: Mower shall be rotary, flex wing style, 10 gauge steel minimum, replaceable full-length skid shoes, shall be easy clean style
- Blade Carrier & Blades: 7 gauge steel minimum, 1" thick cross bar weldment, "Stump Jumper" pan design, 2 free swinging updraft cutting blades ½" thick, heat treated alloy steel minimum, blades shall overlap a minimum of 6" for uniform cut, blade spindles shall be 1 ¼" diameter minimum
- Wheels/Tires: 6 replaceable puncture resistant foam filled airplane tailwheels
- Power Distribution: Main driveline shall be CAT 5, slip clutch protection shall be featured, gears shall be straight bevel with tapered roller bearings, a power divider shall have a rating of 190 hp minimum, center and wing gearboxes shall have a minimum rating of 190 hp
- General Features: Mower shall attach to the rear of the tractor using a self-level-lift hitch, front and rear chain deflectors, tongue shall have a jack stand

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Mower: Remote Controlled Brush Mower

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Approximate Dimensions: Length- 57”, width- 59”, height- 33”, weight- 990 lbs.
- Engine: 24 hp 2-cylinder gas, pressurized oiling system, electric start w/ 16v, 16 a alternator 5 gal fuel capacity
- Track Drive System: Two 48v electric motors, infinitely variable gear reduction transmissions, multi lug type tracks, neoprene rollers
- Mower Deck: Twin spindle deck, 10 gage mower deck, blade bar 2x22” with 4 free swinging blades, electric clutch assembly w/ integral safety brake, mowing height range- 2 to 7”
- Remote Control: Remote control to control mower functions- travel speed, cutting height, hours, radio signal strengt state of charge of remote control battery, and mower on/off, remote control working range 328’, max range 984’, auto stop feature for loss of radio signal, rechargeable lithium ion batteries
- Safety: One touch emergency shut off switch

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Mower: Electric Zero Turn Radius Mower

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Electric Power: 36 hp gas equivalent, electric power
- Battery: 22 kWh battery w/ charger, 7 hours of mowing time
- Deck: 60” deck, 1.5-5.5” height adjustment, side discharge
- Wheels: 24x12 drive wheels, solid deck wheels
- Operator Station: Suspension seat, all controls, ROPS bar
- Mowing Speed: 11mph (approximate)

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Mower: Zero Turn Radius Mower

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: 25 hp gas engine, positive feed oil system with spin on filter, electric start
- Drive Train/Axles: Spin on hydraulic filters
- Deck: 60” heavy duty mower deck, 3 blade spindles, manual deck lift, 1” to 5” cutting height, deck engagement electric clutch
- Wheels: Front wheels- 13x6-6 ribbed, minimum, Rear wheels- 24x11.5-12 turf
- Comfort & Convenience: High back full suspension seat, ROPS bar
- Approximate Machine Dimensions: Length- 82”, height- 72” with ROPS, width- 63” without chute

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Pallet Jack: Electric 4,500 lbs. Capacity

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: 900 lbs.
- Wheelbase: 51”
- Turning Radius: 58”
- Lift Capacity: 4,500 lbs.
- Travel Speed: 3.7 mph
- Turning Radius: 59”
- Gradeability: 8% (loaded)
- Drive: 1.3 kW drive AC motor, polyurethane drive wheels, electric brake, lift motor 1.2 kW
- Battery System: 150 Ah battery, integrated on board charger
- Controls: Tiller type control, multi-function control on tiller handle

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Pipe Inspection: Battery Operated Pipe Crawler Inspection System

Note: Due to the complexity of this type of equipment, it is suggested that the purchaser contact the vendor to ensure the item ordered is a complete, ready to work unit and is compatible with the end user's software/hardware requirements and performance expectations.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Width: 6"
- Height: 5.5"
- Length: 28"
- Weight: 65 lbs.
- Depth Rating: 160'
- Pipe Range: 8" to 12"
- Speed: 12m/min maximum
- Pull Force: 130 lbs.
- Sensors: Incline, roll, leak, pan/tilt, distance
- Tether Reel: Motorized reel, 1,000' tether capacity, 1,600 lbs. break strength
- Battery Power: 19.2 VDC, 5 hour battery life, capable of optional hybrid power
- Lighting: 900 LM
- Controller: Weatherproof, splashproof, joystick type controls, battery powered
- Camera: 360 degree pan, 1080p/2mp resolution, tilt 280 degrees, zoom 10x optical 120x digital, focus auto or manual, exposure auto or manual

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Pump: Mobile Pump

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Design Requirements: Discharge size- 6", suction size- 6", capable of 1,750 gpm minimum, capable of 160' Total Dynamic Head (TDH) minimum, Duty Point, maximum- 1,000 gpm minimum at 120' Total Dynamic Head (TDH), solids handling capability size, minimum size- 3"
- Engine: Diesel engine, appropriate to pump size at continuous duty, emission compliant engine, industrial grade exhaust muffler and rain cap, oil and coolant drain lines with ball valves, low water level shutdown switch, 12 VDC system with battery rack and cables, 50 gal minimum fuel tank with low fuel level alarm and shutdown
- Pump: Check valve, self-priming system
- Controls: Solid state, microprocessor-based pump controls, controls shall provide all operating, monitoring and control functions for the pump set, controller will also provide 2 fully programmable contacts for input and output signals accordingly, controller will provide remote start stop control with adjustable ramp (speed) time control, UL 508 R and CSA C22.2 No. 14 approved
- Trailer: The manufacturer shall mount the diesel engine and pump unit with the above 50 gal subbase tank on a street legal DOT approved trailer, this trailer will be able to be rated for a safe travel at speeds of 60 mph and not be limited to the following specifications- trailer design shall be such that the county/city may easily remove the entire engine, fuel tank and pump from the trailer, 12 VDC electric system, lunette or military type towing ring with safety chains, single point lifting bar, license plate bracket, sand shoe type support stands front and rear, torque spring axles to meet load of trailer, the trailer must have a VIN and a certificate of origin
- Startup And Commissionsing: Vendor must coordinate all startup and testing activities with the engineer/owner, after field delivery of the pump and trailer, an authorized factory representative shall perform the initial startup and field testing of the pump and trailer, if conditions permit, a site will be determined where connection will be made by the county/city to test the pump package, if a site cannot be prepared a standard operational test will be performed, at the same time the startup test is performed, the factory representative will provide all necessary operation, field maintenance and minor repair training as necessary, this will also include safety procedures and hazard assessment

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Roadway Advisory Board: Mobile Message Board

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Display Panel: Minimum panel size 72”x48”
- Expected Power: Solar and battery with battery charger, meets manufacturer requirements
- Trailer: 2” minimum ball coupler, meets manufacturer and highway safety requirements

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Roadway Advisory Board: Mobile Speed Board

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Display Panel: Amber or red LED, 12” minimum speed limit sign
- Radar Speed Unit: Miles per hour, directional radar
- Data Collection: Data and analysis software included
- Expected Power: Solar and battery with battery charger, meets manufacturer requirements
- Trailer: 2” minimum ball coupler, meets manufacturer and highway safety requirements

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Roadway Advisory Board: Mobile Speed Board/Automatic Licence Plate Reader

Note: Due to the complexity of this type of equipment, purchaser should research and verify the unit bid will meet their desired performance expectations and is compatible with their hardware/software requirements. It is recommended the vendor be contacted to assist with determining these factors prior to purchase.

Unit bid will be ready to work with batteries, carrying cases, technical manuals, etc.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Power System: 3 AGM type batteries, integral 120v charger, 5 to 7 day runtime, solar panel
- License Plate Reader: 2 cameras, tablet processer, software, automated hotlist alerting, plate search and vehicle filtering
- Digital Speed Display: 12” digital display, configurable, flashing excessive speed message capability
- Radar: Radar included
- Posted Speed Limit Sign: Metal sign included
- Connectivity: Cellular connectivity
- Trailer: DOT approved trailer, all weather protection, maximum vandal protection

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Display: 15 lamps minimum, 48”x96” panel size
- Expected Power: Solar and battery with battery charger, meets manufacturer requirements
- Trailer: 2” minimum ball coupler, meets manufacturer and highway safety requirements

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Roller: Compaction Roller 30,000 lbs. - Single Drum

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight with open rops 15,200 lbs.
- Drum/Vibratory System: Maximum compaction shall not be less than 30,000 lbs., drum shall have a compaction width of not less than 66", drum shall be smooth and not be less than 48" in diameter, vibratory system shall be hydraulically driven and have two amplitude settings, drum shall be equipped with an adjustable cleaning device, drum and vibratory pack shall be isolated from the machine during normal operation
- Engine/Cab: Turbocharged diesel engine, minimum 74 hp operator station shall be mounted to the frame with rubber mounts to further isolate the operation and controls from machine vibration during operation, gauges or warning indicators for fuel level, engine oil, hydraulic oil and coolant temperature with an alert sounding device activated whenever a warning indicator is illuminated, a backup alarm shall emit an audible alarm whenever the propel lever is moved into reverse
- Travel System: A machine must be hydrostatic driven for the rear axle and the drum drive motor
- Electrical System: 12 or 24 volt electric system, maintenance free battery suppling 750 cold cranking amps, wiring harness protected with nylon-braided wrap

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight 22,000 lbs.
- Drum/Vibratory System: Drum compaction width on both drums no less than 70”, drum shall be smooth and not less than 48” in diameter, vibratory system shall be hydraulically driven, drum shall be equipped with scrapers both front and rear of both drums, drum shall be hydraulically driven and have two (2) amplitude settings
- Engine: Diesel engine of not less than 100 hp, reverse alarm for reverse operations
- Travel System: The machine shall be hydrostatically driven, steering shall be center articulated and oscillated
- Miscellaneous: Unit shall be equipped with pressurized water for both drums, electrical system shall be 12 or 24 volt

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight 5,423 lbs.
- Drum/Vibratory System: Drum compactor width on both drums no less than 47”, drum shall be smooth and not less than 27.5” in diameter, vibratory system shall be hydraulically driven, drum shall be equipped with scrapers both front and rear of both drums, drum shall be hydraulically driven and have two amplitude settings
- Engine: Diesel engine of not less than 25 hp, reverse alarm for reverse operations
- Travel System: The machine shall be hydrostatically driven, steering shall be centered articulated and oscillated
- Miscellaneous: Unit shall be equipped with a pressurized water system for both drums, electrical system shall be 12 or 24 Volt

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Sewer Cleaner: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.

Note: Incomplete unit. This is a bid award on a combination sewer cleaning/vacuum unit to be mounted on an appropriately sized cab & chassis truck. Agencies purchasing this unit will need to provide a cab & chassis truck of appropriate size, GVW, and options necessary to have the selected combination sewer cleaner/vacuuming unit mounted on or have the truck provider assist in ordering the correctly outfitted truck. All items factory installed unless otherwise noted.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Air/Vacuum System: Positive displacement vacuum pump or centrifugal compressor, 3,500 CFM @ 14.5” of mercury minimum, muffler, vacuum relief valves, centrifugal separator with clean out, PTO or hydrostatic drive
- Debris Tank: 10 cubic yd. capacity, 45 degree hydraulic dump, top hinged, hydraulic door locks, sight glass or indicator, drain valve with hose, check ball system or vacuum breaker
- Boom Assembly: 270 degree boom working area, hydraulic up/down, clean out port, transport cradle, 8” boom hose, pendant control
- Water Pump: 2,500 psi, 80 gpm, pressure relief valve, wash down gun with relief valve
- Water Tank: 1,000 gal capacity, curb side fill, level indicators
- Hose Reel: 800’ of 1” hose capacity, 400’ of 1”, 2,500 psi hose supplied, power in/out, reel speed control system, position lock system, engine and hose reel controls, level wind
- Drive System: Hydrostatic transfer case, split PTO, or auxiliary engine or transfer case

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Sewer Cleaner: Trailer Mounted Sewer Cleaner

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: 60 hp diesel engine, water cooled, engine enclosure, 15 gal fuel tank
- High Pressure Water Pump: 4,000 psi at 18 gpm, pressure relief valve, triplex type pump, low water shutdown, multi-flow type system (pressure change without changes to engine rpm)
- Controls: Located next to hose reel, ignition, throttle, gauge package (tachometer, hour meter, oil pressure, volts, and low oil/high temp shutdown), water control valve
- Water Tank: 700 gal capacity, high density polyethylene with baffles, sight gauge 2 ½" overhead tank fill, anti siphon, air gap type, strainer, tank drain
- Hose Reel: 800' capacity of ½" high pressure sewer hose, hydraulic power in and out
- Hose Reel Drive Hydraulic System: Hydraulic pump 8 gpm, 15 gal hydraulic reservoir, spin on type hydraulic filter
- Trailer: 12,000 lbs. GVW, 6"x3/16" frame, tandem axle 2 5/16" hitch, tongue jack, 235/80 r 16" tires, fenders, breakaway switch, lighting as required by Federal and State laws, reflective striping, toolbox with locking system, LED directional arrowstick, warning beacon (tank mounted)
- Equipment Furnished: 500' of ½" high pressure sewer hose, 100' of ¼" hose and nozzle for small pipe, washdown gun and 25' of hose with quick disconnects, tiger tail hose protector, nozzles to be furnished, 15 degree, 35 degree, chisel point, grenade flushing type, skid assembly, and rotator nozzle

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Shop Tools & Equipment

Due to the complexity of this type of equipment, there are no base unit specifications. Purchaser should research and verify the model offered will meet their desired performance expectations. It is recommended the vendor be contacted to assist with determining needs, prior to purchase.

Units bid must be ready to work, with all necessary components and user manuals.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Shredder: Mobile Shredder

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Approximate Dimensions: Weight- 27,000 kg, length-15 740mm, width- 2 520mm, material feeding height- 3 395mm, belt discharge height- 4 030mm
- Engine: Diesel, 540 hp @ 2100 rpm, Turbocharged w/ intercooler, 750 li fuel tank
- Powertrain: Hydro-static drive w/ auto speed control, variable displacement drive motors, axial piston pumps, variable displacement
- Rotor: Rotor diameter 920mm, rotor 30 max rpm, rotor shredding length 3,000 mm, rotor knives 33, reversible type, counter knives 23, adjustable rotor screen
- Controls: Gauge package, w/ engine protection shutdown, shredder control unit to protect from overloading, overheating and damage of the powertrain
- Conveyor: Hydraulic driven conveyor, raised and lowered by hydraulics
- Trailer: Trailer to be constructed and sized for the installed unit, and will meet all local, state, and federal laws for use on highway, hydraulic support legs

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Solid Waste Material Handler: Wheeled Type

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Tier IV final diesel engine, 132 hp, spin on filters, two stage air cleaner
- Weight: Minimum operating weight 48,000 lbs.
- Travel System: 2 speeds- 0-3.0 mph/0-12.0 mph
- Hydraulic System: Main hydraulic system flow 80 gpm
- Undercarriage: Two axles with all wheel drive, 8- 10:00x20 solid tires
- Operating Station: Cab to be climate controlled with pressurized filtration, hydraulic elevating cab, sliding door window and tilt out front window, tinted windows with safety glass, adjustable suspension seat with safety belt and seat heater, catwalk with handrail, fire extinguisher, rear view and right view camera system, halogen work lights on roof cap
- Working Equipment: Purpose built material handling boom and stick, safety check valves on boom and stick cylinders

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Stump Cutter

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: 35 hp gasoline engine, 6 gal fuel tank, positive feed oil system with spin on filter, heavy duty air filter, 12 volt starting/charging system
- Ground Drive: Hydraulic ground drive, 2-speed travel, hydraulic brake system, hydraulic steering system, hydraulic system spin on filter, 4 gal hydraulic reservoir
- Cutter Drive: Electric drive clutch, adjustable V belt drive
- Cutter Wheel: 17” diameter, 16 dual cutting edge teeth, teeth pocket mounted, cutter wheel guard
- Controls: Hour meter, low-oil shutdown, boom swing left and right, boom up and down, travel forward and reverse, steering, operator presence shutdown
- Approximate Dimensions: Weight- 1,320 lbs., length- 110”, width- 49”, height- 53”
- Cutting Dimensions: Above ground- 24”, below ground- 15”

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: 4-cylinder diesel engine, 74 hp minimum, 120 amp alternator, fuel water separator, 30 gal fuel tank capacity
- Transmission: Hydrostatic drive type, 35 gal reservoir, capable of 20 mph minimum
- Cab: Sealed type cab with filtered intake, tilt and telescoping steering column, tinted glass, sound suppressed, intermittent windshield wipers with washer, full gauge and warning lights for engine monitoring, climate controlled cab, heater, defroster and air conditioned, if cab is not center mounted, it must have dual controls for operating on either right or left hand side
- Frame: 116” wheelbase, rail type channel frame
- Safety Items: Dual west coast mirrors with spot mirrors, headlights, turn, brake and hazard lights, worklights for gutter brooms, cab mounted warning strobe light with protective cage, backup alarm, rearview backup camera
- Brakes/Steering: Hydraulic power assisted service bakes, parking brake, turning radius 15’ maximum
- Debris Hopper: 3.5 yd. capacity minimum, 9’ 6” minimum dump height
- Conveyor: Rubber belt type with flights, hydraulic drive
- Main Broom: 32” diameter minimum, 56” width tube type, hydraulic drive
- Gutter Brooms: Right & left side brooms to have adjustable down pressure located in cab, 36” diameter minimum, segmented type broom, hydraulic drive
- Water Spray System: 220 gal water tank, run dry type water pump, 15’ hydrant fill hose, water spray jets adjacent to all brooms, water filter
- Pick Up Head: The following requirements are for the regenerative air system type sweeper, all other requirements are the same for either machine, 72” outside dimension, 12” pressure hose, 12” suction hose, spring type suspension
- Blower: The following requirements are for the regenerative air system type sweeper, all other requirements are the same for either machine, direct hydraulic drive, cast aluminum with abrasion resistant coating, blower housing rubber lined

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Sweeper: Cabover Mechanical Broom Street Sweeper

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Cab Chassis: Engine- 6-cylinder diesel, 200 hp minimum, transmission- automatic transmission to meet the correct engine size and GVW of vehicle, hydrostatic drive is acceptable, engine equipment- alternator- 12V/130 amp, fuel water separator, 50 gal fuel tank, cab- dual operating position type cab to include- steering, controls, etc. for sweeping from either side, rubber floor mats, air ride seating, pressurized cab with heat and air conditioning, instrumentation for truck- oil pressure, water temperatures, voltmeter gauges, instrumentation for sweeper-tachometer, hour meter, oil pressure, coolant temperature gauges, frame- rail type 80,000 psi, size- 10.9”x 3.5” x .34”, frame overhang, wheelbase 130” minimum, front steel bumper, safety- Dual West Coast bright finish heated mirrors with LH & RH remote, intermittent windshield wipers, daytime running lights, backup alarm, auto shutdown, axles- front axle- 11,900 lbs. GVW, rear axle- 21,000 lbs. GVW, single speed rear axle, 22.5 x 8.25 steel wheels- disc type, 11R x 22.5 14-ply radial tires, brakes- antilock brakes, front air brakes- 15 x 4 drum, rear air brakes 16.5 x 7 drum, automatic slack adjusters- front and rear, air dryer- frame mounted
- Mounted Sweeper Body (Standard Equipment): Engine- 4 cylinder diesel, 47 hp, governed at 2,800 rpm, spin-on oil filter, alternator- 12V/60 amp, side brooms- right & left side gutter brooms (tilt control in cab), hydraulically raised & lowered , 42” diameter- segment type adjustable down pressure (Manual)- optional down pressure pump, main broom: length- 58” minimum, diameter- 35” minimum, hydraulic motor- direct or chain drive and reversible, full floating trailing arms w/shocks, lift control inside cab, sweeper body- overall height- 10’ with strobe, lift capacity- 11,000 lbs. minimum, 4.5 cubic yd. hopper, dump height- 10’ minimum. lift design- hydraulic 2-stage scissors, hopper inspection door, work lights- 1 on each gutter broom and one in rear, hydraulic system- hydraulic pump capacity minimum- 24 gpm @ 2,600 rpm, pump- dual tandem gear, reservoir - 21 gal, spin-on 10 micron hydraulic pump, externally mounted reservoir level indicator, water spray system- water tank construction- polyethylene and removable, water tank capacity- 280 gal minimum, fill hose 2 ½” x 16’ with NST coupler, diaphragm pump type with run dry capability, pump capacity- 3.0 gpm minimum, minimum of 9 spray nozzles- 2 min per gutter broom, 3 min for main broom, water filter- 80 micron mesh cleanable, conveyor/elevator system- minimum of 9 flights- replaceable, belt material- rubber reinforced fabric, belt speed- variable with auxiliary engine rpm, drive- reversible with direct drive, elevator jam warning light & buzzer in cab, conveyer flush- built in

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Sweeper: Compact Air Sweeper - 2.3 cubic yd.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Operating Weight: 8,800 lbs. GVWR, empty weight- 5,900 lbs.
- Engine/Transmission: 78 hp, hydrostatic drive
- Brakes/Tires: Drum type brakes (power assist), front tire size 6.50 R10, Radial, rear tire size 225/75 R10 Radial
- Sweeper Dimensions: Height- 72”, width- 52”, length- 162”
- Hopper: 2.3 cubic yd. capacity
- Gutter Brooms: Equipped with left and right side gutter brooms, front mounted 33.5” diameter, overall sweeping width 122”
- Water System: 66 gal recirculation water system capacity, 40 gal clean water system capacity
- Lighting/Safety: Lighting package to enable vehicle to operate on the road, work lights for operation of vehicle at night, amber warning beacon, intermittent wipers
- Comfort Items: Cab to be air conditioned and heated, suspension type operator seat
- Instrumentation: Full instrumentation to monitor operation of vehicle
- Fan Unit: Centrifugal type fan, wear resistant blades

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Sweeper: Regenerative Air Street Sweeper

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Cab & Chassis: Engine- 6-cylinder diesel, 200 hp minimum, transmission- Allison 2000 series, 5-speed automatic, engine equipment- alternator: 12 volt 100 amp, fuel water separator, cab-cab over, with rust preventative coating, dual operating position type cab to include- steering, controls, etc., for sweeping from either side, rubber floor mats, air ride suspension seats, both sides, pressurized cab with heat and air conditioning, instrumentation for truck- oil pressure, water temperature, voltmeter gauges, instrumentation for sweeper- tachometer, hour meter, oil pressure, coolant temperature gauges, frame- wheelbase- 152” minimum, front steel bumper, fuel tank- 50 gal, safety- west coast mirrors with lower mounted convex mirrors, intermittent windshield wipers, daytime running lights, backup alarm, auto shutdown system for sweeper power plant, axles- front axle- 11,900 lbs. GVW, rear axle- 21,000 lbs. GVW, single- speed rear axle, 22.5 x 8.25 steel wheels- disc type, brakes- air dryer
- Mounted Sweeper Body: Engine- 4-cylinder turbocharged diesel, 99 hp minimum, blower- direct belt drive, blower rating- 20,000 cfm, blower housing, pickup head- 90” OD, hose size- 14” pressure, 12” suction, hydraulically raised and lowered, side brooms- right and left side gutter brooms, hydraulically raised and lowered, 42” diameter- segment type, adjustable downward pressure, sweeper body- 7 yd. volume metric capacity, 50 degree dump angle or raker bar, centrifugal dust separator, hopper dump door to hydraulically open/close, lock and unlock, hopper screen- hinged, quick release, hydraulic system- direct drive hydraulic pump, water spray dust control system- water tank construction- polyethylene, 220 gal capacity, fill hose- 16’ long, diaphragm pump type with run dry capability, pump capacity- 5 gpm pump pressure- 25 psi, 7 spray nozzles, 4” pickup head, 1” suction tube- 2 on each side of broom, filter- 80 mesh cleanable

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Sweeper: Self-Propelled Hydrostatic Broom

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Weight: Minimum operating weight 5,500 lbs.
- Engine: Diesel engine 74 hp at 2,200 rpm, pre-cleaner 54 clone or equivalent, 27 gal fuel tank
- Travel System: 2-speed hydrostatic drive, high speed travel, 20 mph, 225/75R15 tire size, joystick direction controls, or foot pedal, front or rear wheel steering
- Cab: Roll over and falling object protective structures, enclosed cab with air conditioner, heater and defroster fan, front windshield wiper, gauges or warning indicators for fuel level, engine oil, hydraulic oil and coolant, right and left side doors, right and left side mirrors, shall have safety lighting package and night operating lighting package
- Broom: Minimum 7’ 6” poly or poly-steel brush, brush shall have quick charge core system, minimum 150 gal brush watering attachment, shall have variable brush down-pressure control, brush shall be hydraulically driven

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Tactical Vehicle: Skid Steer Mounted (The Rook)

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Vehicle Platform: CAT multi-terrain loader, 84 hp diesel engine, 2-speed powertrain, operating weight 13,000 lbs., fuel tank 26 gal, hydraulic quick coupler, enclosed ROPS cab with air conditioner and heater, dual level suspension undercarriage with self level, advanced machine information and control system
- Cab Armored Protection: Bullet proof glass, NIJ Level IV armor cab reinforcement fabrication
- Armored Deployment Platform: integrated video system, breaching ram, vehicle extraction tool, grapple claw

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Tool Carrier: Hydrostatic Drive

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: 90 hp turbo diesel, heavy duty radiator with high flow fan with reversing, clean out valve, canister style air cleaner with pre-cleaner, electric start with engine pre-heat, full engine gauge package, 30 gal fuel tank
- Power Train: Hydrostatic, variable displacement piston transmission pump, two, heavy-duty, 4 wheel drive, steerable axles with parking and service brake, 3 steering modes- 4-wheel round, front wheel and 4-wheel crab, approximately 9,000 lbs. GVW (without attachments)
- Travel Speed: Work mode- variable 0-5 mph, travel mode- variable 0-20 mph
- Comfort, Convenience & Safety: Full air ride, suspension seat, certified ROPS canopy with AC, heat, am/fm radio with Bluetooth, tilt steering column with horn, seat belt with safety switch, turn signals and brake lights, flashing safety lights as well as dot reflector tape
- Attachment Options: Front lift arms with universal skid steer mounting plate for 10 skid steer attachments- broom/sweeper, 90” rotary mower, 88” flail mower, dozier blade, stump grinder, pallet forks, cold planer, big roll sod installer, landscape rake, rotary tiller, right side rotary mower, right side flail mower, right side boom/reach mower, 15’ belly mower
- Conditions: In addition to equipment specified, mower will be equipped with all standard equipment as specified by the manufacturer for this model and shall comply with all EPA emission standards and all motor vehicle standards as established by the US DOT regarding the manufacturer of motor vehicles

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Tractor: Agriculture Tractor - 4x2

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Liquid cooled diesel with minimum of 75 PTO hp @ 2,200 rpm
- Transmission: Synchroshuttle type with a minimum of 8 forward and 3 reverse speeds
- Fuel Tank: Minimum 23 gal capacity
- Brakes: Oil cooled hydraulic
- Power Take Off: Speeds rpm- 540/1,000
- Hydraulic System: Open center system with standard remotes, standard output @ remote gpm- 10, main pump flow 17 gpm
- 3-Point Hitch: Electronic or mechanical 3-point hitch control, Category II, telescopic stabilizers, SAE lift capacity @ 24” standard lbs.- 3,600, lower draft arm link ends- extendable
- Tires: Not less than 18.4R-28 R1 radials, not less than 7.5L-15, 6-Ply F2

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Tractor: Compact Articulating Tractor - AWD

Note: Incomplete equipment. Unit bid is for the prime mover only, without attachments. Buyer should select attachments needed from the option list to complete the machin. Examples of attachments available are: bucket, grapple and/or forks. This will affect the final price.

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: 4,500K- Briggs & Stratton 31 hp Vanguard M54
- Transmission: Manufacturer's standard hydrostatic
- Performance Items: SDLA controls for complete one-handed control of speed, direction, lift & auxiliary functions, weight transfer- transfers weight to front axle for added stability (optional 4,500K)
- Safety Items: Automatic PTO shut-off when weight is removed from seat, standard seatbelt, standard ROPS system, neutral assist
- Tires and Wheels: Manufacturer's standard tires and wheels (optional turf or bar tires)
- Attachment and Accessories: 30 commercial grade attachments for a variety of applications (sold individually, not factory installed), uses Ventrac quick hitch system for quick transition between applications

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Tractor: Small Agriculture Tractor - 4x4

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Liquid cooled diesel with minimum of 29 PTO hp @ 2,200 rpm
- Transmission: Hydrostatic drive or mechanical type transmission, 4WD front axle
- Fuel Tank: Minimum 7 gal capacity
- Brakes: Oil cooled hydraulic wet disc
- Power Take Off: Speeds rpm- 540
- Hydraulic System: Open center system with standard remotes, maximum main pump flow-6.3 gpm
- 3-Point Hitch: Category I, SAE lift capacity @ 24” standard lbs.- 1,435
- Tires: Not less than 11.2 x 24 rear, not less than 5-15 6-ply front

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Tractor: Tractor with Boom Mower - 4x4

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: Liquid cooled diesel with minimum of 95 PTO hp @ 2,200 rpm
- Transmission: Synchroshuttle type with a minimum of 16 forward and 16 reverse speeds, 4WD front axle
- Fuel Tank: Minimum 38 gal capacity
- Brakes: Oil cooled hydraulic
- Power Take Off: Speeds rpm- 540/1000
- Hydraulic System: Closed center system with standard remotes, maximum pressure psi- 2,900, standard output @ remote 17 gpm, total of 29 gpm combined flow
- Point Hitch: Category II, telescopic stabilizers, SAE lift capacity @ 24” standard lbs.- 5,000, lower draft arm link ends- extendable
- Tires: Not less than 13.6R24 R1 rear radials, not less than 18.4R30 6-Ply F2
- Mounted Boom Mower: Minimum 23’ boom reach, forward and reverse swing break away, integral frame, separate hydraulic circuit for mower head, 5’ rotary cutter head, disc or bar type blade holder

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR

All trailers must In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions: Deck width- 8’ 6”, overall deck length- 25’, dovetail length- 5’, GVWR- 16,000 lbs.
- Frame: 5” channel side rails, 3” channel cross members on 16” centers, 4” channel undercarriage, 2” x 3/8” rub rail with stake pockets, pintle hitch
- Deck: 2 x 8 pressure treated deck, Galvanized deck screws, 5’ dovetail, spring assist stand up ramps
- Axles: Tandem 8,000 lbs. Dexter oil bath axles (2), electric brakes, breakaway brake system with well cell battery
- Lighting System: Protected turn/stop/tail lights, wiring run in conduit, heavy duty trailer plug
- Miscellaneous: Spare tire and rack, lockable tool box, primed and painted- choice of color, tongue jack rated for GVWR of trailer

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Trailer: Deck Over Equipment - 40,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Deck: 24’ overall, 19’ w/ 60” dovetail, 96” width
- Decking: 2” hardwood
- Ramps: 60” fold up ramps, 22” width
- Tiedowns: Heavy duty tiedowns
- Axles: (2) 22,500 lbs. axles, oil lubricated
- Brakes: Air brakes, w/ ABS
- Suspension: Multi-leaf, sized for GVWR of unit
- Tires: (8) 215/75R x 17.5 16 ply Radial
- Lighting: LED, DOT compliant stop, tail, turn and clearance
- Coupler: Adjustable pintle eye
- Jack: 2-speed jack, sized for trailer

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Trailer: Detachable Neck Lowboy Trailer 100,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Deck: 50’ overall, 24’ clear deck length, 14’ rear over axles, 8’6” deck width, swing out outriggers
- Decking: 1 ½” hardwood decking
- Ramps: Front folding ramps
- Tiedowns: 5 pair heavy duty tiedowns
- Flagholders: 2 pair
- Axles: 3, sized to meet GVWR of unit, oil lubricated
- Brakes: Air brakes, w/ ABS, automatic slack adjusters
- Suspension: Air ride type, sized for GVWR of unit
- Tires: 235/70R 22.5 Radial tires
- Lighting: LED DOT compliant stop/tail/turn, clearance, and mid turn
- Detachable Gooseneck: 48” kingpin height, fixed neck, 96” swing radius, hydraulic lift, hydraulic support, toolbox on neck

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions: Width- 7', length- 16', 7,000 lbs. GVWR
- Frame: Formed angle top and bottom sills, all exposed steel primed and painted, positive lock ball coupler, tongue jack, safety chains- DOT rated
- Floor/Walls/Roof: ¾"exterior grade plywood floor, ¼" plywood interior liner, .030" prefinished aluminum exterior, state colors, smooth galvanized steel or one-piece aluminum roof, fiberglass front cap, extruded aluminum bottom trim, extruded aluminum roof cove with drip rail, double locking door on rear
- Axles: Tandem 3,500 lbs. torflex axles, 15" wheels, 205 x 15 trailer rated tires, electric brakes with breakaway switch
- Lighting System: Protected turn/stop/tail lights, clearance lights, wiring run in conduit, heavy duty trailer plug
- Miscellaneous: Spare wheel and tire

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Trailer: Enclosed Utility Body/Trailer Mounted - 9,900 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Length: 205”
- Width: 89”
- Weight: 4,600 lbs.
- GVWR: 9,900 lbs.
- Frame Construction: I beam type frame, specifically engineered to mount Knapheide KUVCC Body on
- Front Jack: Manual
- Rear Leg Stabilizers: 2 rear leg stabilizers
- Axle: 10,000 lbs. Torflex axle, oil hubs
- Brakes: Electric brakes
- Wheels and Tires: Dual rear wheels, tires sized for GVWR of unit
- Lighting: LED type, stop/turn/tail, backup
- Utility Body: Knaphiede KUVCC body
- Doors: Continuous hinges, rotary latches, adjustable strikers, double panel, duel seals, master lock, hold open springs
- Roof: Cross braced, rotary latches, adjustable strikers
- Rear Cargo Doors: Double panel, hold open shocks, door seals, rotary latches, adjustable strikers
- Interior Lights: LED lighting
- Shelving: 250 lbs. rating, hemmed dividers
- Floor: 1/8” treadplate w/cross sills
- Undercoating: Entire unit to be undercoated
-

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Deck: 43’ overall, 27’ clear deck length, 4’ dovetail
- Decking: 1 ½” hardwood decking
- Ramps: 8’ x 3’, fold up ramps, hydraulically raised
- Tiedowns: 8 pair heavy duty tiedowns
- Flagholders: 2 pair
- Axles: 2 sized to meet GVWR of unit, oil lubricated
- Brakes: Air brakes, w/ ABS, automatic slack adjusters
- Suspension: Spring type, sized for GVWR of unit
- Tires: 235/75R 17.5 Radial tires
- Lighting: LED DOT compliant stop/tail/turn, clearance, and mid turn
- Gooseneck: 48” kingpin height, fixed neck, 84” swing radius, toolbox on neck
- Landing Gear: 2 speed, 50,000 lbs. capacity

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Trailer: Hydraulic Drop Deck Trailer - 13,500 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- GVWR: 13,500 lbs.
- Deck: 75” x 14’, ground flat loading
- Lift Mechanism: Hydraulic
- Suspension: Rubber or air
- Deck: Steel treadplate
- Brakes: Electric on all axles
- Tires: 235/80R16 LRE Radial
- Lighting: All LED DOT compliant, stop/tail/turn, clearance
- Coupler: A-frame adjustable
- Tie Downs: Heavy duty D-Ring

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions: Deck width- 8’ 6”, overall length- 48’, deck length- 25’, hydraulic tail- 12’ (8’ with 4’ fold under)
- GVWR: 70,000 lbs.
- Frame: Cambered “I” beam main frame, 49” kingpin height, 16” kingpin setting, 82” swing clearance, 8’ upper deck length
- Deck: 1 ½” apitone or oak decking, 1 ½”, floor plate over wheels, traction plate on hydraulic tail
- Hydraulic Tail: 8’ main tail, 4’ fold under tail, hydraulic actuated with tail lock, 14 degree load angle
- Landing Gear: Pin drop type or 2 speed type
- Axles/Suspension/Tires: 2- 22,500 lbs. axles, oil seal hubs, 6.5 x 17.5 steel wheels, 235/75R x 17.5 radial tires, air brakes with automatic slack adjustors, ABS brake system, air ride suspension with auto and manual controls
- Lighting: LED lighting, wiring in conduit, mid turn signals, lighting as per DOT regulations
- Miscellaneous Equipment: 12,000 lbs. hydraulic winch mounted on upper deck over kingpin, wireless control, toolbox on upper deck, hydraulic tail controls both sides, air ride controls with dump valve

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Trailer: Leachate Tanker - 6,500 gallons

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Approximate Dimensions: Length: 42', fifth wheel height- 49", capacity- 6,500 gal, operating pressure- 15 psi w/ vacuum relief
- Tank Construction: Stainless steel, external ring, one compartment, 6,500 gal, straight round w/ slope to rear, two baffles , three manways (lug) one located center and one in each baffled section, two manway cleanouts (4 lug) located in front head and rear head at bottom
- Top Walkway: Gripstrut 12" width, extending from rear to front manway, with handrail, and ladder to access walkway
- Discharges, Valves, and Plumbing: Pressure/vacuum relief valve 15 psi in manhole cover, 6"discharge w/ sliding gate valve at rear of tank drain pump, 4" discharge to pump w/ valve, manufacturer's plumbing to allow gravity discharge or pump discharge or filling, gravity discharge at rear of tank to utilize cam lock fittings and caps
- Pump: Hydraulically driven, bi-directional pump, controls at rear, stainless piping for pump hydraulics from pump to front curbside for truck attachment
- Hose Carriers: Located on fenders
- Cabinets: Two cabinets mounted curbside and roadside ahead of suspension
- Trailer Constuction: Stainless steel frame
- Axles: Two axles sized for GVWR of unit, oil lubricated hubs
- Brakes: Air brakes w/ ABS and rollover protection, aluminum air tanks, automatic slack adjusters
- Tires: Radial tires sized for GVWR of unit, aluminum wheels w/ mudflaps
- Landing Gear: Sized for GVWR of unit
- Lights: LED clearance, stop/turn/tail, all wiring run in protective conduit, worklight, w/ switch at rear, all wiring run to junction box at front of trailer
- Color: Stainless Steel

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Trailer: Livestock Trailer - 7,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- GVWR: 7,000 lbs.
- Stall Size: 76” x 16’
- Interior Height: 6’ 6”
- Doors: Side escape door and full swing rear, center cut gate
- Deck: Treated pine
- Axles: (2) 3,500 lbs., quick lubricating
- Brakes: Electric on all axles
- Suspension: Multi-leaf
- Tires: 205/75R15 Radial
- Lighting: All LED DOT compliant, stop/tail/turn, clearance
- Coupler: A-frame ball style
- Jack: 2,000 lbs. heavy duty

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- GVWR: 14,000 lbs.
- Bed: Grease fittings on all hinges, D-ring tie downs
- Bed Size & Frame: Width- 6’ 8”, length- 14’, deck height- 24”, tube steel box, 10GA bed floor, rear stabilizers, 12,000 lbs. tongue jack, 20” high sides and tailgate minimum
- Bed Lift: Scissor type hydraulic lift, 12 volt power unit with battery, 15’ pendant control
- Axles: Dexter easy lube or equivalent, sized for GVWR of trailer, 4-wheel electric brakes with breakaway
- Miscellaneous: Conspicuity type on sides, tail/stop/turn lights, 7-way trailer plug, tarp system, spare tire, pintle type hitch or ball (customer selected)

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Trailer: Refrigeration/Freezer Trailer - 7,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- GVWR: 7,000 lbs.
- Cooler Box Size: 72” x 12’
- Interior Height: 6’ 5”
- Temperature Range: 0 to 50 degrees F
- Input Voltage: 120V 15A
- Insulation: R-25
- Food Safety: Anti-microbial gel or stainless interior coating
- Doors: 48” rear door with freezer strips
- Floor: ¾” keg duty floor
- Axles: (2) 3,500 lbs., quick lubricating
- Brakes: electric on all axles
- Tires: 205/75R15 Radial tires
- Lighting: All LED DOT compliant, stop/tail/turn, clearance
- Jack: 2,000 lbs. heavy duty
- Coupler: A frame ball type

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Deck Size: 77” x 16’
- Sidewall Frame Height: 15” minimum
- Ramps: 48” rear folding tailgate
- Tie Downs: Heavy duty tie rings
- Deck: Treated pine
- Axles: (2) 3,500 lbs., quick lubricating
- Brakes: Electric on all axles
- Suspension: Multi-leaf
- Tires: 205/75R15 Radial tires
- Lighting: All LED DOT compliant, stop/tail/turn, clearance
- Coupler: A-frame 2 5/16” ball adjustable 4 hole
- Jack: 2,000 lbs. heavy duty

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Trailer: Waste Trailer with Walking Floor

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Dimensions: Length- 48', aluminum width- 102", side height- 100"
- Floor: Keith or Hallco running floor, extreme duty slats with center rib
- Crossmembers: 14" spacing
- Crosstubes: Center and rear crosstubes, bolt in style
- Lights: LED lights, mid turn lights.
- Tarp: Manual roll type- side to side, mesh type tarp
- Tailgate: Side swing- left or right, CAM locking system with safety chain, extreme duty hinges
- Landing Gear: Holland Mark V
- Axles: TP axles or equivalent, same inner and outer bearings, outboard mount hubs
- Suspension: Cast hangers, leaf springs
- Tires and Wheels: Steel disc 22.5 x 8.25, 11R22.5 Radial tires
- Miscellaneous: Tow hooks on rear, air deflector in front

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Transfer Switch: 600 Amp Automatic Transfer Switch

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Automatic Transfer Switch: Maximum voltage rating of 600 VAC, 60 Hz, 1Ph or 3Ph, open transition (break-before-make) transfer logic, transfer switch must meet the related industry standards: UL 1008- automatic transfer switches for use in emergency systems, CSA- automatic transfer switches, NEMA- industrial control and systems AC transfer switch equipment, IEC- automatic transfer switching equipment
- Rating: 600 amp, 3 pole, 277/480 VAC, 60Hz, enclosure type- NEMA 3r
- Functional: The automatic transfer switch shall automatically transfer the load to the generator supply in the event of a utility supply failure and return the load to the utility supply upon restoration. The automatic transfer switch power switching devices shall be mechanically and electrically interlocked to prevent the utility and generator supplies from being interconnected. All timers should be field adjustable to ensure proper field site compatibility.
- Automatic Sequence Of Operation: When the voltage on any phase of the utility supply is below present levels of rated voltage for a preset time delay, a contact shall close to initiate start of the standby generator. The load shall transfer to the generator supply when the generator voltage and frequency have reached acceptable present levels and the warm up time delay has expired. When the utility supply is restored to the above present levels of rated voltage on all phases, load transfer from generator to utility supply shall be initiated following expiry of the utility return timer. Once the transfer mechanism operates and opens the generator power switching device, the transfer mechanism shall stop in the neutral position (with the both power switching devices open) for the duration of the neutral delay timer setting to allow load voltage to decay prior to reconnecting the utility supply. The load shall be re-connected to the utility supply once the neutral delay timer expires and the transfer mechanism continues operation and closes the utility power switching device. The load shall immediately re-transfer to the utility supply (if within acceptable limits) should the generator supply fail prior to the expiry of the utility transfer delay. The generator set shall continue to operate following a load transfer for a cool down delay period, and then a contact shall open to stop the generator set. An “on load” test mode may be initiated which shall cause a simulated utility failure condition and transfer the load to the generator set. The transfer sequence shall be the same as for a utility power failure except a neutral delay sequence shall occur when transferring from utility to a generator source. The load shall immediately retransfer to the utility supply (if within acceptable limits) should the generator supply fail during an “on load” test mode.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

- Factory Testing: A certified factory test report shall be shipped with each switch at time of shipment. The automatic transfer switch shall be factory tested prior to delivery to the purchaser. The following test shall be conducted by qualified factory personnel: visual inspection, mechanical tests, electrical tests, final inspection.
- Field Testing and Commissioning: The automatic transfer switch shall be field tested once installed at the project site to confirm proper operation of the system. Schedule and witness testing activities shall be coordinated with the project engineer, site contractor, and owner as required in advance of the testing date. A qualified local factory-trained field representative shall conduct the necessary test to ensure proper operation of the switch. Visual inspection-electrical and mechanical inspection to verify the installation is correct as recommended by the transfer switch manufacturer and as per National Electric Code (NEC) requirements. Mechanical tests- as a minimum, the following mechanical tests shall be performed on the transfer switch: power conductor torque verification, verification of mechanical interlock, manual ATS mechanism operation, all mechanical fasteners/wire connections tight, confirmations of correct transfer switch voltage, current and withstand ratings as is required for the application, Meggar testing the power cabling to the transfer switch, verification of correct power cabling phasing and phase rotation prior to energization, confirmation of settings for all timers & voltages sensors, full function test-normal operation- 3 complete cycles of failing the utility supply and transfer load to/from the generator set, verification of all test modes operates correctly.
- Conditions: In addition to equipment specified, each automatic transfer switch shall be equipped with all necessary equipment as specified by the manufacturer for this model and shall include but not be limited to the following necessary items: shrink wrap applied to the product to ensure a clean finish, one complete set of operation and maintenance manuals, a two (2) year or 1,500 hour from date of standard standby warranty will apply from date of successful startup, labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Trencher: Walk Behind Trencher

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Engine: 25 hp gasoline engine, 7 gal fuel tank, positive feed oil system with spin on filter, 12 volt starting/charging system
- Ground Drive: Hydrostatic, rubber ground tracks, 7" track width, 31" track length on ground
- Trencher Drive: Hydraulic drive, 8 gal hydraulic reservoir, hydraulic system spin on filter
- Trencher Boom: Digging depth- 48", Auger diameter- 18", cutting width minimum- 4"
- Controls: Operator presence safety system, low-oil shutdown system, steering control, trencher controls, travel control, boom controls
- Approximate Dimensions: Weight- 1,550 lbs., length- 79", width- 34", height- 48"

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Underground Locating Equipment: Ground Penetrating Radar

Due to the complexity of this type of equipment, there are no base unit specifications. Purchasers should research and verify the unit bid will meet their desired performance expectations and is compatible with their hardware/software, if required. It is recommended the vendor be contacted to assist with determining performance and compatibility needs prior to purchase.

Unit bid must be ready to work with batteries, carrying cases, and technical manuals.

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Underground Locating Equipment: Utility Locator

Due to the complexity of this type of equipment, there are no base unit specifications. Purchasers should research and verify the unit bid will meet their desired performance expectations and is compatible with their hardware/software, if required. It is recommended the vendor be contacted to assist with determining performance and compatibility needs prior to purchase.

Unit bid must be ready to work with batteries, carrying cases, and technical manuals.

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FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Vehicle Lift: Mobile - 2 Column, Cabled

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: Combined lift capacity of 36,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45” minimum, length- 48” minimum, minimum rise- 67”
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds, fits tire sizes 9”-24”
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards
- Power: Cabled base, voltage 208-230 3-phase
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard.A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.

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Vehicle Lift: Mobile - 2 Column, Wireless

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: Combined lift capacity of 36,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45” minimum, length- 48” minimum, minimum rise- 67”
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds, fits tire sizes 9”-24”
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards, training included with purchase
- Power: Wireless
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Vehicle Lift: Mobile - 4 Column, Cabled

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: Combined lift capacity of 72,000 lb. ; 18,000 lb. per column minimum.
- Dimension: Width- 45” minimum, length- 48” minimum, minimum rise- 67”
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds, fits tire sizes 9”-24”
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards
- Power: Cabled base
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.

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Vehicle Lift: Mobile - 4 Column, Wireless

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: Combined lift capacity of 72,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45” minimum, length- 48” minimum, minimum rise- 67”
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds, fits tire sizes 9”-24”
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards, training included with purchase
- Power: Wireless
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.

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Vehicle Lift: Mobile - 6 Column, Cabled

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: Combined lift capacity of 108,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45” minimum, length- 48” minimum, rise minimum- 67”, fits tire sizes 9”-24”
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards
- Power: Cabled base
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Vehicle Lift: Mobile - 6 Column, Wireless

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: Combined lift capacity of 108,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45” minimum, length- 48” minimum, rise minimum- 67”, fits tire sizes 9”-24”
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards: training included with purchase
- Power: Wireless
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Vehicle Lift: Mobile - 8 Column, Cabled

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: Combined lift capacity of 144,000 lb. ; 18,000 lb. per column minimum.
- Dimension: Width- 45”, length- 48” minimum, rise minimum- 67”, fits tire sizes 9”-24”
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards
- Power: Cabled base
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Vehicle Lift: Mobile - 8 Column, Wireless

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: Combined lift capacity of 144,000 lbs., 18,000 lbs. per column minimum
- Dimension: Width- 45” minimum, length- 48” minimum, rise minimum- 67”, fits tire sizes 9”-24”
- Operation: Weight gage for each column, operating LCD screen, speed- fully lowered to raised not to exceed 80 seconds
- Safety: Mechanical safety locks, override to manual operation in the event of power loss, meets all applicable safety standards, training included with purchase
- Power: Wireless
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Vehicle Lift: Stationary - 2 Post Asymmetric Stationary Vehicle Lift 10k

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: 10,000 lbs.
- Dimension: minimum width- 125”, minimum width between posts- 110”, minimum extended cylinder height- 142.5”, minimum full rise height- 72”, minimum ceiling height required- 12’
- Operation: Speed of rise- fully lowered to fully raised in 50 seconds
- Safety: Manual or automatic lock release, meets all applicable safety standards
- Motor: 2.0 hp 208-230 V minimum
- Accessories: Power upgrades options, air/electric workstation w/ filter/lubricator/regulator, tire tool, manager workstation w/ filter/lubricator/regulator, column height extensions, door protection
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 12k

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: 12,000 lbs.
- Dimension: Minimum width- 139”, minimum width between posts- 114 7/8”, minimum extended cylinder height- 160”, minimum full rise height- 72”, maximum ceiling height required- 16’
- Operation: Speed of rise- fully lowered to fully raised in 90 seconds
- Safety: Manual or automatic lock release, meets all applicable safety standards
- Motor: 2.0 hp 208-230 V minimum
- Accessories: Power upgrades options, air/electric workstation, w/ filter/lubricator/regulator, tire tool manager workstation w/ filter/lubricator/regulator, column height extensions, door protection
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 15k

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: 15,000 lbs.
- Dimension: Minimum width- 125”, minimum width between posts- 120”, minimum extended cylinder height- 160”, minimum full rise height- 72”, maximum ceiling height required- 17’
- Operation: Speed of rise- fully lowered to fully raised in 90 seconds
- Safety: Manual or automatic lock release, meets all applicable safety standards
- Motor: 2.0 hp 208-230 V minimum
- Accessories: Power upgrades options, air/electric workstation, w/ filter/lubricator/regulator, tire tool manager workstation w/ filter/lubricator/regulator, column height extensions, door protection.
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 18k

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Minimum Lift Capacity: 18,000 lbs.
- Dimension: Minimum width- 125”, minimum width between posts- 118”, minimum extended cylinder height- 142.5”, minimum full rise height- 85”, maximum ceiling height required- 17’
- Operation: Speed of rise- fully lowered to fully raised in 60 seconds
- Safety: Manual or automatic lock release, meets all applicable safety standards
- Motor: 3.0 hp 208-230 V minimum
- Accessories: Power upgrades options, air/electric workstation, w/ filter/lubricator/regulator, tire tool manager workstation w/ filter/lubricator/regulator, column height extensions, door protection
- Equipment must comply with all applicable federal, state, and local regulations and meet OSHA, UL-201, NEC, and the latest ANSI standard, ANSI/ALI -ALCTV 2006 and IBC 2003, IBC 2006 Chapter 30 section 3001.2. Equipment must be structurally and safety tested, and certified to ANSI/ALI -ALCTV 2006 automotive lift standard. A copy of listing certification shall be supplied as part of the acceptance of the bid. Equipment must be supplied with all ANSI, ALI/ETL safety booklet, ANSI operations, installation, and maintenance booklets, ANSI/ALI aloim-2008 standard and lifting point guides. Equipment must be supplied with all ANSI, ALI/ETL safety decals. Decals must be permanently placed on the lift in clear view for the operator.

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FSA23-EQU21.0: Heavy Equipment
Item Group Specifications

Vehicle Lift: Stationary - 2 Post Versymmetric Stationary Vehicle Lift 10k

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Lifting Capacity: 10,000 lbs.
- Lifting Configuration: Versymmetric (symmetric & asymmetric) arms 3-stage front/3-stage rear, rise height- 74.125”, overall height- 134”/140”, overall height (cylinder extended)- 143”, 2’ height extension available, 3’ height extension available, overall width- 138.5”/ 143”, drive-thru clearance- 100”/104.5”, floor to overhead switch- 128.5”/134.5”, front arm reach- 20”-42”, rear arm reach- 37.625”-60”, screw pad height- 3.875”-6.125”, inside columns- 110”/114.5”, motor/voltage- 2 hp, 208V-230V, 60 Hz, 1 Ph, speed of rise- 38 seconds, ceiling height required 12’, ALI/ETL certified

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Vehicle Lift: Stationary - 4 Column, Alignment Lift with Front/Rear Jacks and Integrated Turntables and Slip Plates 14k

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Base Specification

- Lifting Capacity: 15,000 lbs.
- Lifting Configuration: Open or closed- front open max, wheelbase- 210”, rise height- 78”, overall length- 277.25”, overall width- 142” front/134.5” rear, inside columns- 120”, between columns- 222.5”, height of columns- 99.5”/93.5”, width of runways- 20”, height of runways- 7”, width between runways- 43” max, 2-wheel alignment- 194”, 4-wheel alignment- 88”-158”, air supply required- 90-120 psi, motor/voltage- 2 hp, 208V-230V, 60 Hz, speed or rise- 85 seconds, minimum recommended bay size- 12’ x 26’, ALI/ETL certified, colors available- red, blue, black

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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

ATTACH PROOF OF REGISTRATION HERE

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

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: _____

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: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Ring Power Corporation *[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 Ring Power Corporation's *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Jay Lusk

Title: VP/Asst. Governmental Sales Manager

Date: 10/23/2023

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of October, 2023 by Jay Lusk, VP/Asst. Governmental Sales Manager *[name of officer or agent, title of officer or agent]* of Ring Power Corporation *[name of contractor company acknowledging]*, a Florida *[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]

SARAH LU GRIFFITH
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 445427
MY COMMISSION EXPIRES SEP. 29, 2027

Notary Public

Sarah L. Griffith
Name typed, printed or stamped

My Commission Expires: 09/29/2027

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Company ID Number: 402904

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Ring Power Corporation (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    a. Notice of E-Verify Participation
    b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

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employee is separated from the company or no longer needs access to E-Verify.
4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

In Process

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment

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following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

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may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to https://www.justice.gov/ier.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

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other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
ii. The employee's work authorization has not expired, and
iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

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not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
   a. Automated verification checks on alien employees by electronic means, and
   b. Photo verification checks (when available) on employees.

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2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

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the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

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a. Scanning and uploading the document, or
b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

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A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

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performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

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Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer Ring Power Corporation		Company ID #: 402904
Name (Please Type or Print) Michelle Dryden	Title Employment Specialist	
Signature MICHELLE DRYDEN	Date August 11, 2021	
Department of Homeland Security – Verification Division		
Name (Please Type or Print)	Title	
Signature	Date	

Information Required for E-Verify Information relating to your Company:	
Company Name:	Ring Power Corporation
Company Facility Address:	500 World Commerce Parkway St. Augustine, FL 32092
Company Alternate Address:	
County or Parish:	St. Johns

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Employer Identification Number:	59-0934246
North American Industry Classification Systems Code:	424
Parent Company:	
Number of Employees:	1,000 to 2,500
Number of Sites Verified for:	6

Are you verifying for more than one site? Yes
If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)
Florida	1	
Georgia	1	
Texas	1	
North Carolina	1	
South Carolina	1	
Tennessee	1	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Michelle Dryden
Telephone Number:	904-494-1032
Fax Number:	904-739-3578
E-mail Address:	Michelle.dryden@ringpower.com

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

RESOLUTION 2024-07
APPROVING MULTIPLE PIGGYBACK CONTRACTS TO UTILIZE PRICING FOR VARIOUS FLEET-RELATED PURCHASES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING MULTIPLE PIGGYBACK CONTRACTS WITH VARIOUS VENDORS FOR FLEET RELATED PURCHASES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Jet-Vac Equip Co., Texas Trailer, Ring Power/CAT, Great Southern Equip Inc., Nextran Truck Centers, Duval Ford, and Cumberland International have expressed a desire to provide supplies, services, and equipment; and

WHEREAS, the City Council of the City of Palm Coast desires to approve the piggyback contracts with the various vendors for various fleet related purchases.

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 piggyback contracts with the various vendors for the purchase of goods and 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. 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.

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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 16th day of January 2024.

ATTEST:

KALEY COOK, CITY CLERK

CITY OF PALM COAST

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY

ANTHONY A. GARGANESE, CITY ATTORNEY

CITY OF PALM COAST, FLORIDA
PALM COAST
CITY CLERK
INCORPORATED 1999

Attachments: Exhibit A – Florida Sheriffs Association Contract FSA23-EQU21.0 w/ Jet-Vac, Texas Trailers, Ring Power, Great Southern Equip and FSA23-VEH21.0 w/ Nextran Trucks, Duval Ford, Cumberland International

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Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of St. Johns

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Ring Power Corporation (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: 04/30/2026

Signed: _____

In Process

Entity: Ring Power Corporation

Name: Jay Lusk

Title: VP/Asst. Governmental Sales Manager

Sworn to (or affirmed) and subscribed before me this 30th day of April, 2026 ~~2024~~ by Jay Lusk.

SARAH LU GRIFFITH
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 445427
MY COMMISSION EXPIRES SEP. 29, 2027

_____ Notary Signature

Sarah Lu Griffith

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ✓

OR Produced Identification _____

Type of Identification Produced _____

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Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Ring Power Corporation *[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 Ring Power Corporation *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Jay Lusk

Title: VP/Asst. Governmental Sales Manager

Date: 04/30/2026

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of April, 2026 by Jay Lusk, VP/Asst. Governmental Sales Manager *[name of officer or agent, title of officer or agent]* of Ring Power Corporation *[name of contractor company acknowledging]*, a Florida *[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]

SARAH LU GRIFFITH
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 445427
MY COMMISSION EXPIRES SEP. 29, 2027

Notary Public

Sarah Lu Griffith

Name typed, printed or stamped

My Commission Expires: 09/29/2027

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

An official website of the United States government Here's how you know

New

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Learn More

Enable E-Verify+

My Company Profile

Company Information

Company Name
Ring Power Corporation

Doing Business As (DBA) Name
Ring Power Corporation

Company ID
402904

Enrollment Date
Mar 21, 2011

Employer Identification Number (EIN)

Unique Entity Identifier (UEI)

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

590934246

DUNS Number

002812089

Total Number of Employees

1,000 to 2,499

NAICS Code

424

Sector

Wholesale Trade

Subsector

Merchant Wholesalers, Nondurable Goods

Edit Company Information

Employer Category

Employer Category

Federal Contractor with FAR E-Verify Clause

Edit Employer Category

Company Addresses

Physical Address

500 World Commerce Parkway
Saint Augustine, FL 32092

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

> We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Docusign Envelope ID: 4FAA1C8F-3F68-8700-824F-8D94021D7243

Edit Hiring Sites

Company Access

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

N9-27
STORMWATER
65015511

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

BUDGET QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For: 2/2/2026
City of Palm Coast

(1) NEW CATERPILLAR 313 HYDRAULIC EXCAVATOR

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA23-EQU21.1
Item # 68: Group: Excavator, Hydraulic Excavator - 15,590 LB
Contract Effective Dates: October 1, 2023 Through September 30, 2026

BASE MACHINE

BASE	Caterpillar 308 Per Sheriff's Contract Specifications	$140,117
625-1773	Upgrade to Cat 313 CFG1C, Base Machine Only	$31,406
	TOTAL OF BASE MACHINE	**$171,523**

NON-SPECIFIED OPTIONS

557-9583	COMMON ARR	INCL
578-8194	COUNTERWEIGHT, 2.47MT (5,440 LB)	INCL
562-5100	SWING FRAME, STD	INCL
638-3969	ENGINE HOOD, TAIL PIPE	INCL
484-8025	FLOORMAT, STD	INCL
652-5184	LINES, R134A A/C	INCL
511-9428	MONITOR, 10"	INCL
502-7166	RADIO, W/BLUETOOTH	INCL
488-6534	DRINK HOLDER	INCL
490-7715	PEDAL, STRAIGHT TRAVEL	INCL
524-8272	RECEIVER, BLUETOOTH	INCL
557-9716	TRAVEL ALARM	INCL
525-7678	MACHINE ECM	INCL
581-7319	LIGHTS, CHASSIS	INCL
437-9274	GUARD, TRACK GUIDING, CENTER	INCL
556-6496	BOTTOM GUARD, STANDARD	INCL
350-6401	GUARD, TRACK MOTOR, HD	INCL

137-2813	GUARD, SWIVEL	INCL
558-2731	FINE SWING	INCL
634-5983	FAN, VARIABLE SPEED	INCL
560-5444	STORAGE BOX, TWO	INCL
528-4738	FILM, EMC	INCL
520-9418	FILM, OPERATING PATTERN, 2WAY	INCL
558-2798	BOOM, 15'3" W/ EOU MOUNTS	$4,615
558-2811	STICK, R9' 10" W/ EOU MOUNTS	$2,545
525-4932	LINKAGE, BKT 312 GRADE W/O EYE	$3,105
563-1462	CYLINDER, BOOM	$3,510
524-2707	CYLINDER, STICK, W/O SLCV	$2,110
524-2708	CYLINDER, BUCKET	$1,670
558-1423	CYLINDER LINES, W/O BLCV	NC
558-2786	UNDERCARRIAGE, LONG W/O BLADE	$7,320
524-4422	TRACK, 20" TG	$580
589-6862	HYDRAULIC PKG, COMB, ONE SLIDER	$8,190
627-8017	LINES GP OIL W/ TCS	NC
558-1734	BATTERY, STD	INCL
594-5359	CAMERA, REAR & RH VIEW	$915
582-6112	LIGHTS, BOOM LH 1P	$192
582-6119	LIGHTS, BOOM RH 1P	$192
577-3853	LIGHTS, CAB, W/O 360	$370
636-6946	CAB, DELUXE W/ BLADE LEVER	$9,010
532-7395	WIPER, RADIAL W/LOWER	$353
624-7759	GRADE 2D ASSIST & PAYLOAD	NC
621-3562	HARNESS, CAT GRADE, 1PC BOOM	NC
621-3584	HARNESS, GRADE, 9	NC
589-6846	PROD LINK, PLE643/PLE743 RADIO	NC
555-7286	NETWORK MANAGER, STD	NC
661-9084	FUEL FILTER, STD	NC
558-2792	FILM, EXTERIOR, ANSI	NC
573-4351	FILM, INTERIOR, ANSI	NC
576-9654	FILM, ROPS	NC
567-3815	FILM, STICK WARNING, ANSI	NC
421-8926	SERIALIZED TECHNICAL MEDIA KIT	NC
559-5908	CIRCUIT, MEDIUM + BLADE	$13,840
558-1443	LINES, HIGH PRESSURE BOOM	$2,115
558-1457	LINES, HP, 9'10" STICK	$595
558-1446	LINES, MEDIUM PRESSURE, BOOM	$1,445
558-1458	LINES, MP, 9' 10" STICK	$479
559-1895	CONTROL, QC PIN GRABBER	$1,055
558-1447	LINES, QUICK COUPLER BOOM	$1,550
558-1461	LINES, QC, 9'10" STICK	$1,110
565-1990	SUPPORT, LINES AUXILIARY	NC
648-1982	LIGHTS, SURROUND, PREM	$825
488-6450	SUN SCREEN, REAR	$254

560-5543	SCREEN, RADIATOR	$172
571-2856	BKT GD 48" 1.00YD3 312	$6,563
380-1203	SIDE CUTTER, GENERAL PURPOSE	$647
539-5678	TIP, GENERAL DUTY ADVANSYS	$532
	SUB TOTAL	$75,859.00
	LESS 14% SHERIFF'S CONTRACT DISCOUNT	($10,620.26)
	TOTAL OF NON-SPECIFIED OPTIONS	**$65,238.74**

WARRANTY

	12 MONTH / UNLIMITED HOUR PREMIER	**INCL**
	60 MONTH / 2000 HOUR PREMIER	**$1,955**

NON-CONTRACT OPTION

12E	WETLANDS MODEL 12E PONTOON FOR CAT 313	$264,887
	PONTOON SIZE 27' LENGTH X 4' WIDTH X 5' HEIGHT	
	OVERALL: 30' LENGTH X 14' 11" WIDE	
	OVERSIZE DRIVE MOTORS & GEARBOXES	INCL
	200 GALLON FUEL TANK IN LIEW OF COUNTERWEIGHT	$20,250
	2' SIDE CATWALKS DOWN BOTH SIDES WITH HANDRAILS	$11,520
	EXPANDABLE UNDERCARRAIGE	$48,300
	(2) 10' LONG MANUAL SPUD POLES	$16,850
	TRANSPORT TO FLORIDA	$18,700
	TOTAL OF NON-CONTRACT OPTIONS	**$380,507**

	TOTAL BUDGETARY TRANSACTION PRICE	**$619,223.74**

OPTIONAL

	HYDRAULIC THUMB, PRO PLUS	$17,160
	60" AQUATIC BUCKET	$6,700
	60" TILTING AQUATIC BUCKET	$16,500

TOTAL W/ ATTACHMENTS $659,583.74

Best regards,

Shawn Michell
Sales Representative
Ring Power Corporation

City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026 **Agenda Item:** G.6

Department STORMWATER AND ENGINEERING **Division** CONSTRUCTION MGT AND ENGINEERING	**Amount** $100,000.00 **Org/Account #** 54205509-063000-SW55010-30

Subject: RESOLUTION 2026-XX APPROVING ADDITIONAL CONTINGENCY FUNDS FOR THE PINE GROVE WATERWAY DREDGING PROJECT

Presenter: **Carmelo Morales, Stormwater Engineer**

Attachments:

1. Resolution
2. Proposal

Background:

Staff identified the need to improve the Pine Grove Canal water quality. This project will consist of the dredging of sedimentation from the upper +/- 0.7 miles of the Pine Grove Canal. The objective is to reduce maintenance, spraying frequency and reestablish eroding portions of the canal banks.

On April 1, 2025, Council approved a total project cost of $1,711,293.01 to include the construction contract with S.E. Cline Construction, Inc., construction engineering administrative services with CPH, Inc., and a project contingency.

During the duration of this project staff encountered updated site conditions, which modified the dredge and earthwork quantities and resulted in additional material handling, disposal, and clean fill requirements. This update will require an increase in project costs of $191,922.24. Staff will utilize remaining project contingencies but will require approval of an additional $100,000 to cover expenses for project completion.

This item is to approve additional contingency funds in the amount of $100,000. Funds for this project are budgeted for out of the FY 2026 Stormwater Engineering Fund.

Source of Funds Worksheet
Original Budget: $13,478,841.00
Total Expended/Encumbered to Date: $9,716,719.77
Pending Work Orders.Contracts:
Current (WO/Contract): $100,000.00
Balance: $3,662,121.23

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING ADDITIONAL CONTINGENCY FUNDS FOR THE PINE GROVE WATERWAY DREDGING PROJECT

RESOLUTION 2026-
PINE GROVE WATERWAY DREDGING PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA APPROVING ADDITIONAL CONTINGENCY FUNDS FOR THE PINE GROVE WATERWAY DREDGING PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast is requesting approval of additional contingency funds to cover the cost of an increase in scope for the completion of the Pine Grove Waterway Dredging project; and

WHEREAS, City Council desires to approve additional funding for the above-mentioned project.

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 FUNDING. The City Council of the City of Palm Coast hereby approves additional contingency funds to cover an increase in scope for the Pine Grove Waterway Dredging Project, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO NEGOTIEATE, FINALIZE AND 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 amendments for changes totaling less than $100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase.

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 19th 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

Attachment: Exhibit “A” Scope for Pine Grove Waterway Dredging

S.E. Cline Construction, Inc.
P.O. Box 354425, Palm Coast, FL 32135
18 Utility Drive, Palm Coast, FL 32137
Phone: (386) 446-6426 Fax: (386) 446-6481

CHANGE ORDER REQUEST

DATE: 4/22/2026 CHANGE ORDER #: 3

PROJECT: Pine Grove Waterway Dredging JOB#: 1198
ITB-SWE-25-05

OWNER: City of Palm Coast, Florida

Revision to the original proposal and Scope of Work: Quantity revisions of cut and fill totals for updated plans dated March 2026

		QTY	U.O.M.	PRICE	TOTAL
1	Credit- Fill dirt deleted by plan revision	3312	CY	$ (40.30)	$ (133,473.60)
2	Fill dirt quanity required for March 2026 revision	605	CY	$ 40.30	$ 24,381.50
3	Dredge cut in addition to contract quantities. New plan cut 6108CY-Orignal plans 3707CY= 2401CY of additional cut	2401	CY	$ 121.08	$ 290,713.08
4	Disposal of dredge material in addtion to contract quantities. New plan cut 6108CY-Orignal plans 3707CY= 2401CY of additional disposal	2401	CY	$ 2.26	$ 5,426.26
5	Additional Monthly SWPPP Monitoring	6	EA	$ 812.50	$ 4,875.00
6	Additional contract days from remobilization date.	180	DAYS		

*****All cubic yard quantities above are derived from the engineer's estimates as outlined in the march 2026 revisions. Any deviation from these quantites will be measured and compensated in accordance with the unit prices estabiliahed above for cubic yards.**

Sub Total	**$ 191,922.24**
2% Bid Bond ADD	$ 3,838.44
TOTAL	**$ 195,760.68**

1. Total price under the orignal Construction Agreement:	$ 1,456,370.92
2. Previous Change Orders: CO#1-$2,142 CO#2-$5,306.65	$ 7,448.65
3. This Change Order:	$ 195,760.68
4. Total price under the new Construction Agreement:	$ 1,659,580.25

All other terms and conditions of the Construction Agreement referred to above shall remain unchanged.

CONTRACTOR
S.E. Cline Construction, Inc.

By:_____
Date: 4/22/2026

OWNER
City of Palm Coast, Florida

By:_____
Date:_____

Potential Credit to the City of Palm Coast for Reusing on Site Suitable Soils				
	Qty	U.O.M.	Unit Cost	Total
Credit on Fill Import	605	CY	$ (40.30)	$ (24,381.50)
Credit on Dredge Export	605	CY	$ (121.08)	$ (73,253.40)
Credit on Disposal of Dredge Material	605	CY	$ (2.26)	$ (1,367.30)
Credit Sub-Total				**$ (99,002.20)**
2% Bid Bond Reduction				$ (1,980.04)
Max Credit Total				**$ (99,002.20)**
Original CO-3 Total				$ 195,760.68
Potential CO-3 Total - Reusing Suitable Soils				**$ 96,758.48**

City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026 **Agenda Item:** G.7

Department PARKS AND RECREATION **Division** PARKS AND RECREATION	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX APPROVING A TDC CAPITAL PROJECT FUNDING PROGRAM AGREEMENT WITH FLAGLER COUNTY RELATED TO THE INDIAN TRAILS SPORTS COMPLEX FIELD LIGHTING

Presenter: **James Hirst, Director of Parks and Recreation**

Attachments:

1. Resolution
2. Grant Agreement

Background:

The City of Palm Coast was awarded a Capital Projects Grant from the Flagler County Tourism Development Council in 2026 for lighting improvements at the Indian Trails Sports Complex. This funding agreement serves as the mechanism to receive reimbursable expenditures associated with the project.

The Indian Trails Sports Complex lighting project aims to enhance the facility's ability to host regional and state-level sporting events by expanding nighttime play capabilities on Fields 6 through 8. These improvements will contribute to the continued development of sports tourism in Palm Coast while supporting both residents and visitors through expanded recreational opportunities.

We acknowledge the terms outlined in the grant agreement and are committed to fulfilling the requirements over the specified grant period. We understand the importance of adhering to the established guidelines to ensure the successful implementation and completion of the project.

We are fully committed to achieving the economic impact goals established by the grant. The Indian Trails Sports Complex lighting project is designed to stimulate economic growth by:

1. Tournaments and Events: Expanding the Complex's capacity to host tournaments, league play, and multi-day sporting events by accommodating additional nighttime play opportunities, resulting in increased visitation and room nights for local accommodations.

2. Direct Spending: Encouraging direct spending within the local economy through increased tourism-related activities, including dining, shopping, lodging, and entertainment associated with sporting events and tournaments.

3. Sports Tourism Growth: Strengthening Palm Coast's position as a regional sports destination by improving the quality and functionality of the Indian Trails Sports Complex and attracting new athletic organizations and event coordinators.

Reporting and Accountability:
To ensure transparency and accountability, the City is prepared to provide regular updates and reports regarding the progress of the Indian Trails Sports Complex lighting project. These reports will include detailed information related to economic impact, tournament activity, attendance, estimated room nights generated, and direct spending figures.

We understand the importance of meeting and exceeding the expectations established by the grantor and are committed to leveraging this opportunity to further enhance tourism and recreational opportunities within the City of Palm Coast. The City of Palm Coast looks forward to continuing to work collaboratively to achieve the shared goals outlined in the grant agreement.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPPROVING A TDC CAPITAL PROJECT FUNDING PROGRAM AGREEMENT WITH FLAGLER COUNTY RELATED TO THE INDIAN TRAILS SPORTS COMPLEX FIELD LIGHTING

RESOLUTION 2026-____
FLAGLER COUNTY CAPITAL FUNDING PROGRAM AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A CAPITAL FUNDING PROGRAM AGREEMENT WITH FLAGLER COUNTY FOR THE INDIAN TRAILS SPORTS COMPLEX FIELDS 6 – 8 LIGHTING PROJECT; 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 City of Palm Coast was awarded a Capital Projects Grant from the Flagler County Tourism Development Council in 2026 for lighting improvements at the Indian Trails Sports Complex; and

WHEREAS, the Indian Trails Sports Complex lighting project aims to enhance the facility's ability to host regional and state sporting events, contributing to the continued development of sports tourism in Palm Coast; and

WHEREAS, this funding agreement serves as the mechanism to receive reimbursable expenditures associated with the lighting improvement project; and

WHEREAS, the City Council of the City of Palm Coast desires to approve the Capital Funding Program Agreement with Flagler County for the Indian Trails Sports Complex lighting project.

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 FLAGLER COUNTY CAPITAL FUNDING PROGRAM AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the agreement relating to the Indian Trails

Sports Complex field lighting project, 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. 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 adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 19th 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

Attachment: Exhibit "A" Flagler County Capital Project Funding Program Agreement

FLAGLER COUNTY CAPITAL PROJECT
FUNDING PROGRAM AGREEMENT

THIS FLAGLER COUNTY CAPITAL PROJECT FUNDING PROGRAM AGREEMENT ("Agreement") is made and entered into by and between Flagler County, a political subdivision of the State of Florida, whose address is 1769 E. Moody Blvd., Bunnell, Florida 32110 ("County") and the City of Palm Coast, a municipal corporation of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164 ("Grantee").

WHEREAS, in accordance with Chapter 19, Article III, Flagler County Code, and Section 125.0104, Florida Statutes, the County is authorized to utilize tourist development tax revenues to fund statutorily eligible capital projects; and

WHEREAS, in order to equitably and consistently evaluate capital project funding requests in accordance with the County's policy objectives, the County adopted Capital Project Funding Program Guidelines ("Guidelines"), incorporated herein by reference, which establish the requisite criteria and documentation to be submitted by capital funding applicants; and

WHEREAS, the Grantee submitted an application for capital project funding, incorporated herein by reference, to assist in the completion of Grantee's capital project, as described in Exhibit A, attached hereto and incorporated herein (the "Project"), to improve a facility that enhances the profile of, and promotes tourism in, Flagler County; and

WHEREAS, after due consideration of the recommendation of the Flagler County Tourist Development Council, a council of elected officials and residents involved in the tourism industry established by Flagler County Code Section 19-49, the Flagler County Board of County Commissioners finds that the Project is consistent with the policies and objectives of the County's Capital Project Funding Program and agrees to provide the Grantee with funding for the Project in the amount set forth herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, the parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are adopted as an integral part of this Agreement.

2. **TERM.** The term of this Agreement shall commence upon the complete execution of this Agreement by the parties hereto and shall continue in full force and effect for 5 years or until Grantee completes the improvements to the Indian Trails Sports Complex, and complies with the terms and conditions, including the reporting requirements, of this Agreement, as described herein, unless earlier terminated as provided herein, provided however, that Sections 13, 14, 15, 16(l) and 16(m) shall survive the expiration or earlier termination of this Agreement.

3. **INTEREST IN LAND.** Grantee warrants that it owns the land on which the Project will be constructed and will continue to own the land for the term of this Agreement.

4. **DILIGENCE.** The Grantee will manage, supervise, oversee, pay all costs and expenses related to, and solely responsible for completing the Project, including, but not limited to, securing all permits and approvals required for the Project, contracting and/or subcontracting with all third parties necessary to complete the Project. The Grantee will utilize all commercially reasonable efforts to complete the Project by the time limits set in Section 6 hereof.

5. **QUARTERLY PROJECT STATUS REPORTS BEFORE COMPLETION OF REC CENTER.** Grantee will submit to the Tourism Development Office ("TDO") Director Quarterly Project Status Reports, in the form attached hereto as Exhibit B, containing a brief summary on the status of the Indian Trails Sports Complex Field Lighting Project including planning and construction related activities. The reports are due on the 1st day of each calendar quarter (January 1st, April 1st, July 1st, and October 1st) until completion of the project unless otherwise directed in writing by the TDO Director.

6. **ONE YEAR COMPLETION.** The Indian Trails Sports Complex Fiels Lighting Project must complete and operational within one year of the effective date of this Agreement.

7. **PROJECT COMPLETION REPORT.** Within ninety (90) days of the completion of the Indian Trails Sports Complex Field Lighting Project and the Project being operational, the Grantee must submit to the County a Project Completion Report. The Project Completion Report must contain, at a minimum, the following elements:
   1. Brief narrative summary of the successful completion of the Project.
   2. Evaluation of economic impact the Project has initially had on Flagler County and any future projections.
   3. Photographs or video of the Project and any related events, including time lapsed images of the construction.

8. **PROJECT IMPACT REPORTS.** For three (3) years following completion of the Indian Trails Sports Complex Field Lighting Project and the Project being operational, Grantee shall provide the TDO with semi-annual reports detailing the events that have taken place resulting from completion of the Project (Project Impact Report). The Project Impact Reports shall be submitted no later than January 30th and July 15th of each calendar year and shall include survey results from the attendees of the events. These surveys shall at a minimum provide information pertaining to the number of persons attending the event and the number of nights stayed. Additionally, Grantee shall provide certification of hotel rooms booked for each event held at the Indian Trails Sports Complex for the same 3-year term or as determined by the TDO Director. Certification of hotel rooms utilized for an event can be provided by email from the hotel(s) confirming the number of hotel rooms

booked and the length of stay. If the event results in no or few overnight hotel stays, then Grantee must document its efforts to promote overnight hotel stays and other opportunities within the County.

9. INSURANCE. Upon completion of the Project, the Grantee will secure and maintain property insurance on a replacement cost basis, with limits of at least ninety (90) percent of the replacement cost value to cover perils including, but not limited to, fire, explosion, windstorm, and flood. The County shall be listed as a loss payee as the County's interest may appear. In the event of an insurable loss to the Project for which the Grantee uses insurance funds to rebuild the Project, the County shall surrender any insurance proceeds and/or loss payee rights to the Grantee. However, if the Grantee does not rebuild the Project, the County shall be afforded the benefits of the insurance proceeds as the County's interests may appear, but in no event less than the amount paid to Grantee under this Agreement. A certificate of evidence of property insurance shall be sent to the Flagler County Risk Manager, 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110 prior to disbursement of funds hereunder and annually thereafter.

10. REIMBURSEMENT AND MATCHING FUNDS.

(A) The County agrees to reimburse Grantee up to $357,247.00 for eligible Project expenditures, subject to the terms and conditions herein. Eligible expenditures include costs incurred subsequent to the Flagler County Commission's approval of this Agreement to acquire, construct, extend, enlarge, remodel, repair, or improve the capital Project. The County shall be the final authority on eligibility for reimbursement under this Agreement.

(B) The County's contributions toward the Project shall in no event exceed the amount agreed to herein, and any and all excess Project costs are the sole responsibility of the Grantee. The County will not submit payments to third parties.

(C) Prior to requesting reimbursement, Grantee must expend on the Project an amount equal to or greater than the amount being requested pursuant to this Agreement. These matching funds may not include grant proceeds from the State government or other local governments.

(D) To request reimbursement of eligible expenditures pursuant to this Agreement, Grantee must submit a signed Reimbursement Request Form, attached hereto as Exhibit C, within sixty (60) days of completion of the Project. The Grantee must attach to the Reimbursement Request Form all paid invoices, cancelled checks, or other information to substantiate reimbursable expenditures and payment of matching funds to the satisfaction of the TDO Director. After the County verifies that matching funds have been paid and that eligibility of reimbursable costs, the County will send the payment to the Grantee at the address in Section 16(B) below. The County will make such payments to the Grantee in accordance with the Florida Local Government Prompt Payment Act.

11. RIBBON CUTTING EVENT. If applicable**,** Grantee will invite all members of the Flagler County Tourist Development Council, the County Commission, and all employees of the TDO to any special ceremony for the Project.

12. ACKNOWLEDGMENT.

(A) If applicable**,** Grantee must acknowledge the Flagler County Commission and the TDO in all media related to or events conducted at the Project site, including digital communications and websites, programs, and publications. Acknowledgement will include the TDO logo and web address in a size that is legible along with the following statement: "This project was funded in part by the Flagler County Commission Tourism Development Office." Prior approval of the TDO is required to change the wording of the acknowledgement.

(B) If applicable, Grantee must also include an acknowledgement of Flagler County Commission and TDO on any permanent sign constructed on the Project site. Such acknowledgement must be commensurate with the recognition provided to other contributors and sponsors of the Project.

13. INDEMNIFICATION AND SOVEREIGN IMMUNITY.

(A) Grantee shall, to the extent permitted by law, protect, defend, indemnify, pay the cost of defense, and hold harmless the County, its agents, elected officials and employees from all damages, suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person or property, or in any way relating to or arising from the construction or operation of the Project or its performance under this Agreement; or on account of any act or omission, neglect or misconduct of the Grantee, its agents, elected officials, employees, contractors, subcontractors; or arising from or by reason of any actual or claimed trademark, patent, or copyright infringement or litigation based thereon; or by, or on account of, any claim or amounts received under Workers' Compensation Law or of any other law, ordinance, order or decree.

(B) The City and County expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, or its successor. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or waiver of the limits of liability. Liability of the City and County for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City or County which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

14. PUBLIC RECORDS AND RIGHT TO AUDIT.

(A) Grantee acknowledges that the County is a political subdivision of the State of Florida and that this Agreement and any documents made or received by the County in its performance of this Agreement are public records subject to disclosure to anyone upon request in accordance with Chapter 119, Florida Statutes. Grantee will cooperate with the County and make available any public records in fulfilling such requests.

(B) All of the Grantee's records related to this Agreement shall be open to inspection and subject to reproduction by the County during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment, or claims, submitted by the Grantee pursuant to the execution of this Agreement. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating worksheets, correspondence, change order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this Agreement.

(C) For purposes of such audits, inspections, and evaluations, the County shall have access to such records from the effective date of this Agreement until thirty-six (36) months after the date of final payment by the County to the Grantee for performance under this Agreement. The Grantee agrees to maintain such records in safe, dry storage until the end of this time period.

15. DEFAULTS AND REMEDIES.

(A) Each of the following shall constitute an event of default (each, an "Event of Default"):

1. A breach by the Grantee of any term, covenant, obligation or agreement under this Agreement, and the continuance of such breach for a period of thirty (30) days after written notice thereof shall have been given to the Grantee, except for a breach of those provisions described in subsection 4 or 5 below, in which case the cure period will not apply and will entitle the County to immediately exercise the available remedies.
2. Grantee voluntarily filing of or consent to a petition under bankruptcy, insolvency, or reorganization law, failure to secure the dismissal of an involuntary bankruptcy petition within sixty (60) days of filing, or a determination by a court of competent jurisdiction that Grantee is insolvent and unable to pay its debts when due.
3. A reimbursement request containing a material misrepresentation.
4. Grantee having ceased operations of the Project during the term of this Agreement.
5. Grantee's failure to pay taxes or assessments, if any.

(B) Upon or at any time after the occurrence of an Event of Default which has not been cured if authorized herein:

1. The County may withhold, temporarily or permanently, any or all unpaid portion of the Project reimbursements and/or may terminate this Agreement by giving seven (7) calendar days' notice to the Grantee. The County shall then have no further funding obligation under this Agreement.

2. If the County has paid any Project reimbursements, the Grantee shall repay to the County all Project reimbursement funds received by it for the Project.
3. The County may also exercise any right, power, or remedy as provided in law or equity pursuant to Florida law.

(C) No consent or waiver, express or implied, by the County to or of any breach or default by the Grantee in the performance of its obligations under this Agreement shall constitute a consent to or waiver of any similar breach or default by the Grantee. The failure of the County to complain of any act or omission to act by the Grantee or to declare the Grantee in default, irrespective of how long such failure continues, shall not constitute a waiver by the County of its rights under this Agreement.

16. MISCELLANEOUS.

(A) COMPLIANCE WITH LAWS. In carrying out its obligations under this Agreement, the Grantee shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

(B) NOTICES. All notices, demands, requests for approvals and other communications which are required to be given by either party shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, via a reputable overnight courier or via certified U.S. mail, postage prepaid, return receipt requested:

TO THE COUNTY:

Flagler County
Director, Tourism Development Office
102 Airport Road, Ste. 3
Palm Coast, FL 32164

TO THE GRANTEE:

City of Palm Coast
Attention: Assistant City Manager
160 Lake Ave.
Palm Coast, FL 32164

(C) WAIVER. No act of omission or commission of either party, including without limitation any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a duly executed written modification to this Agreement.

(D) GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with the Laws of the State of Florida without regard to its conflicts of law provisions. Venue for any dispute arising out of this Agreement shall be in the Seventh Judicial Circuit in and for Flagler County, Florida. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper venue or inconvenient forum. The parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to such jurisdiction.

(E) HEADINGS. The paragraph headings are inserted herein for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

(F) SEVERABILITY. Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such determination shall not render void, invalid, or unenforceable any other paragraph or portion of this Agreement.

(G) INTEGRATION AND MODIFICATION. This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and understandings, whether written or oral, between the parties with respect to the subject matter hereof. No change will be valid unless made by supplemental written agreement executed by the parties.

(H) NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT. This Agreement has been prepared by the County and reviewed by the Grantee's City Attorney. The County and the Grantee and its professional advisors believe that this Agreement expresses their understanding and that it should not be interpreted in favor of, or against either party merely because of their efforts in preparing it.

(I) NO THIRD PARTY BENEFICIARY. Persons not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

(J) INDEPENDENT CAPACITY. The parties agree that the Grantee, its officers, agent, and employees, in performance of this Agreement, will act in the capacity of an independent contractor and not as a joint venture or as an officer, employee, or agent of the County. The Grantee agrees to take such steps as may be necessary to ensure that any third party which Grantee contracts with will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the County. Moreover, the Grantee has no authority to and shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

(K) ASSIGNMENT. Neither party to this Agreement may assign any rights or delete any duties under this Agreement without the prior written consent of the other party.

(L) FUNDING OBLIGATION. This Agreement is not a general obligation of the County. The Grantee understands that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make funds available for the purposes of this Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County beyond the funding budgeted and available for the purposes of this Agreement in the County's fiscal year. If

funds are not appropriated by the County for any reason for any or all of this Agreement, the County agrees to notify the Grantee in writing of the failure of this appropriation, and upon receipt of this notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County. Notwithstanding the foregoing, the County shall not be prohibited from pledging any legally available Tourist Development Taxes for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the County pursuant to this Agreement.

(M) DAMAGES. In no event shall either party be liable to the other (nor to any person claiming any right, title, or interest derived from, or as a successor to the Agreement) for incidental, consequential, or special damages of any kind, including without limitation, lost profits, or loss of business arising out of this Agreement irrespective of whether the parties have advance notice of the possibility of such damage; provided however, the foregoing limitation does not apply to the indemnification obligations described in this Agreement.

(N) TIME IS OF THE ESSENCE. Time is of the essence for the lawful performance of the duties and obligations contained in this Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

(O) FORCE MAJEURE. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them singularly, is delayed or prevented by a bona fide force majeure. For the purpose of this Agreement, a bona fide force majeure is defined in accordance with the common law of the State of Florida as being an event or circumstance beyond the control and authority and without the fault or negligence of the party seeking relief under this Section. The maximum relief granted to either party under this Section shall be the tolling of time for the duration of the force majeure. A force majeure may be deemed to excuse performance pursuant to this Agreement only to the extent such performance is actually prevented or precluded by such force majeure.

(P) SURVIVAL. The terms and obligations of Sections 13, 14, 15, 16(l) and 16(m) of this Agreement shall survive the termination of this Agreement.

(Q) BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

(R) DUE AUTHORITY. Each party represents and warrants to the other party that: (i) it has full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) the person executing this Agreement is authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of the party, enforceable in accordance with its terms.

[*Signature page to follow.*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

_____
LeAnn Pennington, Chair

ATTEST:

_____
Date

_____
Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

_____
Michael A. Rodriguez, County Attorney

[*Signature page to follow.*]

CITY OF PALM COAST

_____
Signature

_____
Name, Title

_____
Date

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
Signature

_____
Name, Title

Exhibits:
Exhibit A – The Project/Grantee Application
Exhibit B – Quarterly Project Status Report
Exhibit C – Request for Reimbursement

City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026

Agenda Item:
G.8

Department STORMWATER AND ENGINEERING **Division** CONSTRUCTION MGT AND ENGINEERING	**Amount** $714,494.00 **Org/Account #** 21066015-063000-PK66015

Subject: RESOLUTION 2026-XX APPROVING A WORK ORDER AND EXPENSES RELATED TO THE INDIAN TRAILS SPORTS COMPLEX FIELD LIGHTING #6-8

Presenter: **Eric Gebo, Architect**

Attachments:

1. Resolution
2. Scope of Work

Background:

The City of Palm Coast has identified sporting events/tournaments as an economic development strategy to increase visitors to the City of Palm Coast. Since the initial expansion of the Indian Trails Sports Complex (2011) there was a significant increase in the number of tournaments held.

In a continued effort to enhance and develop facilities, the city has applied for a Flagler County Tourist Development Council (TDC) Fund 109 Capital Improvement Grant for the Indian trails Sports Complex Field Lighting #6-8. The estimated project cost for lighting materials, electrical services and sod repair is $714, 494. Staff requested 50% of the project cost in grant funding, for a total award of $357,247.

Staff received pricing for sports lighting solutions, materials and services under approved piggyback Sourcewell Contract RFP#041123 with Musco Sports Lighting in the amount of $585,000. Utilizing a piggyback contract allows 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.

Under existing contract # RFP-PW-24-42, Staff negotiated a scope and fee with Palmetto, a continuing services provider for the city, in the amount of $119,494 for electrical services related to field lighting installation.

Staff are seeking approval of project expenses in the amount of $704,494, along with a contingency amount of $10,000 (sod allowance) for a total project cost of $714,494.00.

Funds for this project are budgeted out of the FY26 Recreation Impact Fund with a 50% reimbursement through an approved TDC Grant.

The Fund Worksheet below includes a transfer from the Capital Projects Fund to the Recreation Impact Fee Fund for the existing citizen share of park capacity projects of 46.71% in the amount of $166,870.00.

Source of Funds Worksheet
Original Budget: $8,071,815.00
Total Expended/Encumbered to Date: $3,124,481.89
Pending Work Orders.Contracts: $0.00
Current (WO/Contract): $714,494.00
Balance: $4,232,839.11

Recommended Action:
RESOLUTION 2026-XX APPROVING A WORK ORDER AND EXPENSES RELATED TO THE INDIAN TRAILS SPORTS COMPLEX FIELD LIGHTING #6-8 PROJECT

RESOLUTION 2026-
ITSC FIELD LIGHTING #6-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING EXPENSES FOR THE INDIAN TRAILS SPORTS COMPLEX FIELD LIGHTING #6-8 PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff is requesting funding for expenses and electrical services related to the installation of field lighting for Indian Trails Sports Complex #6-8; and

WHEREAS, City Council desires to approve funding to complete the above mentioned project.

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 FUNDING. The City Council of the City of Palm Coast hereby approves expenses related to the installation of lighting for Indian Trails Sports Complex Fields #6-8 project as attached hereto and incorporated herein by reference herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO NEGOTIEATE, FINALIZE AND 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 amendments for changes totaling less than $100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase.

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 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 19th 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

Attachment: Exhibit “A” Musco Lighting Proposal

Quote

Date: 2/3/2026

Project: Palm Coast Indian Trails Sports Complex Fields 6-8
Palm Coast, FL

To: Eric Gebo

Musco Project Number: 246756

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation

(3) 30fc Soccer Fields ..... ***$ 585,000***

Sales tax and bonding are not included.
Quote is confidential. Pricing and lead times are effective for 30 days only.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30fc and uniformity of 2.5/1.0.

System Description

- Factory aimed and assembled luminaries
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Enhanced corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided

[See attached scope of work]

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Provide labor and equipment for installation of electrical distribution system
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees

2016, 2024 Musco Sports Lighting, LLC • M-2168-enUS-16

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = FBC 2023, 140 mi/h, Exposure C, Importance Factor I.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Danny Sheldon
Senior Sales Representative
Musco Sports Lighting, LLC
100 1st Avenue West – PO Box 808
Oskaloosa, IA 52577, USA
Phone: 352-665-0578
E-mail: danny.sheldon@musco.com

2016, 2024 Musco Sports Lighting, LLC • M-2168-enUS-16

Palm Coast Indian Trails Sports Complex Fields 6-8
Palm Coast, FL
Pole in the Air Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Survey pole locations prior to delivery of Musco Equipment.
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters and storage containers.
9. Provide sealed Electrical Plans. (If required)
10. Provide a source of water such as a fire hydrant or 2” water line for foundation excavation. Pay for any and all fees associated with the water access and usage.

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact locate services for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing surfaces when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.

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10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

Foundations, Poles, and Luminaires:

1. Confirm pole locations per the surveyed locations and aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (10) LSS foundations as specified on layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (10) dressed LSS Poles and aim utilizing the pole alignment beam.
6. Ground poles per code requirements.

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CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.
   a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
   b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
   c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
   d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
   e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
   f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
   g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
   h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
   i. Jobsite shall be policed daily for compliance to the above conditions.
   j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone

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observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.

2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
   a. Review and understand installation instructions are provided with every product installation.
   b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
   c. Verify that components have been assembled per Musco installation instructions.
   d. Verify plumb of concrete foundations prior to standing of poles.

3. PROVIDING A QUALITY INSTALLATION TEAM.
   a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
   b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
   c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
   d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.

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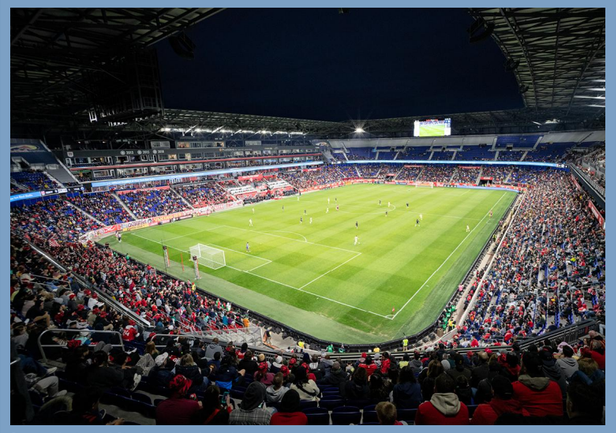

Sports Illustrated Stadium, Harrison, New Jersey, USA

UBS Arena, Elmont, New York, USA

Iowa Women of Achievement Bridge, Des Moines, Iowa, USA

Tottenham Hotspur FC Training Ground, Tottenham, London, UK

Palm Coast Indian Trails Sports Complex Fields 6-8

Palm Coast,FL

Sales Representative: Danny Sheldon · Designed By: Eli Whitney · Design No.: 246756A · January 28, 2026

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Palm Coast Indian Trails Sports Complex Fields 6-8

Palm Coast,FL

LIGHTING SYSTEM

Structure/Fixture Summary

Structure ID	Structure Height	Fixt. Attachment Ht.	Fixture Qty	Fixture Type	Load	Circuit
S1-S2	70'	70'	5	TLC-LED-1200	5.85 kW	A
S3	70'	70'	5	TLC-LED-1200	5.85 kW	A
		70'	5	TLC-LED-1200	5.85 kW	C
S4	70'	70'	5	TLC-LED-1200	5.85 kW	A
		70'	5	TLC-LED-1200	5.85 kW	B
S5-S7	70'	70'	5	TLC-LED-1200	5.85 kW	B
S8-S9 S11	70'	70'	5	TLC-LED-1200	5.85 kW	C
10			**60**		**70.20 kW**	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Soccer 1	23.40 kW	20
B	Soccer 2	23.40 kW	20
C	Soccer 3	23.40 kW	20

Fixture Type Summary

Type	Circuit	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1200	A	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	20
TLC-LED-1200	B	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	20
TLC-LED-1200	C	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	20

Single Fixture Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Fixture (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0

Light Level Summary

Calculation Grid Summary

Grid Name	Calculation Metric	Illumination Ave					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Soccer 6	Horizontal Illuminance	33.47	24.72	44.89	1.82	1.35	A	20
Soccer 7	Horizontal Illuminance	31.34	20.82	39.15	1.88	1.50	B	20
Soccer 8	Horizontal Illuminance	32.10	25.02	40.01	1.60	1.28	C	20

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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Palm Coast Indian Trails Sports Complex Fields 6-8

Palm Coast,FL

Equipment List For Areas Shown

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	S1-S2	70'	-	70'	TLC-LED-1200	5	5	0
2	S3-S4	70'	-	70'	TLC-LED-1200	5/5*	5	5
4	Totals					30	20	10

Above Field Level is height of fixtures above area shown

*This structure utilizes a back-to-back mounting configuration

Grid Summary

Name:	**Soccer 6**
Size:	362' x 174'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES	Entire Grid
Guaranteed Average:	**30**
Scan Average:	33.47
Maximum:	44.89
Minimum:	24.72
Avg/Min:	1.35
Guaranteed Max/Min:	**2.5**
Max/Min:	1.82
UG (adjacent pts):	1.41
CU:	0.71
No. of Points:	72
FIXTURE INFORMATION	
Applied Circuits:	A
No. of Fixtures:	**20**
Total Load:	23.40 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 40

0' 40' 80'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

ENGINEERED DESIGN By: Eli Whitney • File #246756A • 28-Jan-26

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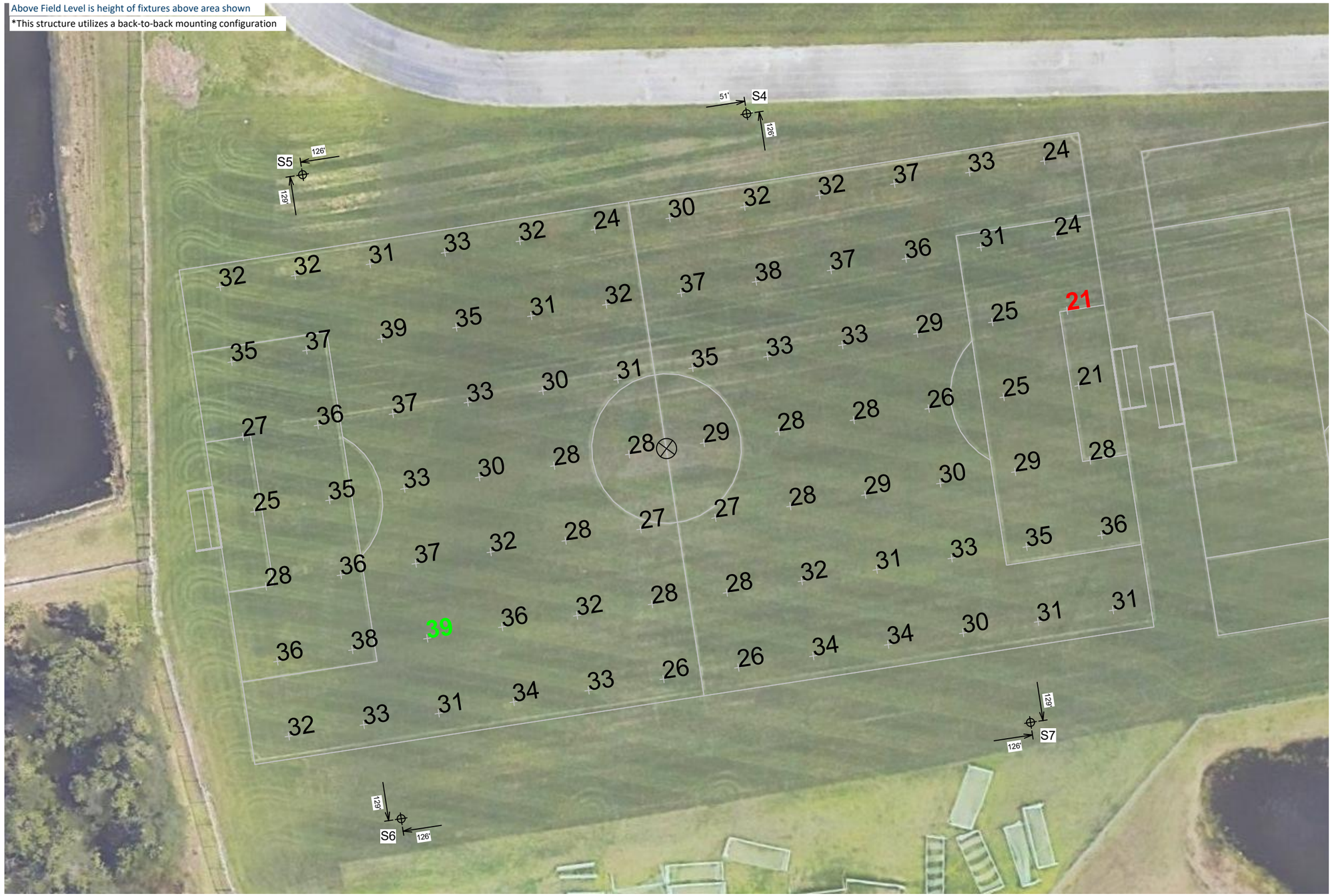
Equipment List For Areas Shown

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	S4	70'	-	70'	TLC-LED-1200	5/5*	5	5
3	S5-S7	70'	-	70'	TLC-LED-1200	5	5	0
4	Totals					25	20	5

Above Field Level is height of fixtures above area shown

*This structure utilizes a back-to-back mounting configuration



Palm Coast Indian Trails Sports Complex Fields 6-8

Palm Coast,FL

Grid Summary

Name:	**Soccer 7**
Size:	360' x 198'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES	Entire Grid
Guaranteed Average:	**30**
Scan Average:	31.34
Maximum:	39.15
Minimum:	20.82
Avg/Min:	1.50
Guaranteed Max/Min:	**2.5**
Max/Min:	1.88
UG (adjacent pts):	1.37
CU:	0.77
No. of Points:	84
FIXTURE INFORMATION	
Applied Circuits:	B
No. of Fixtures:	**20**
Total Load:	23.40 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 40

0' 40' 80'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: Eli Whitney • File #246756A • 28-Jan-26

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Palm Coast Indian Trails Sports Complex Fields 6-8

Palm Coast,FL

Equipment List For Areas Shown

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	S3	70'	-	70'	TLC-LED-1200	5/5*	5	5
3	S8-S9 S11	70'	-	70'	TLC-LED-1200	5	5	0
4	Totals					25	20	5

Above Field Level is height of fixtures above area shown

*This structure utilizes a back-to-back mounting configuration

Grid Summary

Name:	**Soccer 8**
Size:	348' x 194'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**30**
Scan Average:	32.10
Maximum:	40.01
Minimum:	25.02
Avg/Min:	1.28
Guaranteed Max/Min:	**2.5**
Max/Min:	1.60
UG (adjacent pts):	1.47
CU:	0.79
No. of Points:	84
FIXTURE INFORMATION	
Applied Circuits:	C
No. of Fixtures:	**20**
Total Load:	23.40 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 40

0' 40' 80'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Palm Coast Indian Trails Sports Complex Fields 6-8

Palm Coast,FL

Equipment Layout

INCLUDES:
· Soccer 6
· Soccer 7
· Soccer 8

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List For Areas Shown

Structure				Fixtures		
QTY	STRUCTURE ID	SIZE	GLOBAL ELEVATION	ABOVE GLOBAL LEVEL	FIXTURE TYPE	QTY/POLE
8	S1-S2 S5-S9 S11	70'	-	70'	TLC-LED-1200	5
2	S3-S4	70'	-	70'	TLC-LED-1200	5/5*
10	Totals					60

*This structure utilizes a back-to-back mounting configuration

Above Global Level is height of fixtures above design (0,0,0)

Single Fixture Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Fixture (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0

SCALE IN FEET 1 : 70

0' 70' 140'

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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Project Submittal: **Approval Letter**

March 2, 2026

Eric Gebo
City of Palm Coast
160 Lake Ave
Palm Coast, FL 32164

RE: Palm Coast Indian Trails Sports Complex Fields 6-8
Project #246756

Dear Eric Gebo

This serves as approval for submittals provided by Musco Sports Lighting, LLC. Please review the enclosed documents and note changes where appropriate. Upon your approval, we can begin fabrication of the materials for your project. Any changes may result in delay of production, delivery, and additional costs.

Please verify the accuracy of the following items and return a signed copy of this Submittal Approval:

- Voltage to pole requirements:_____
- Phase to enclosure: _____

We shall deliver equipment to the job site 10-12 weeks, after submittal approval or release of order.

Please indicate your approval of these submittals in their entirety by signing below.

_____ _____
Authorized Signature Date

_____ _____
Printed Name Company Name

Please return one copy of this form to:
Musco Sports Lighting, LLC
211 2nd Ave West
Oskaloosa, Iowa 52577

Toll Free: 800-825-6020
Email: aaron.bohling@musco.com

MUSCO LIGHTING SUBMITTAL FOR PRODUCTION

PREPARED FOR:

Palm Coast Indian Trails Sports Complex Fields 6-8

Lighting Project
Palm Coast, FL
March 2, 2026

Project #246756

Submitted by:
Musco Sports Lighting, LLC

Attn: Aaron Bohling
211 2nd Ave West
Oskaloosa, Iowa 52577

Toll Free: 800-825-6020

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TABLE OF CONTENTS

A. BILL OF MATERIALS

B. SCOPE OF WORK

C. LIGHTING DESIGN

D. CONTROLS AND MONITORING

E. STRUCTURAL INFORMATION

F. WARRANTY

G. PRODUCT INFORMATION

A. BILL OF MATERIALS

Equipment Description	
60	Light-Structure System™ Total Light Control® TLC-LED-1200 luminaires
10	70 ft galvanized steel poles
10	Pre-cast concrete foundations (9,500 PSI) with integrated grounding
x	Factory wired and assembled pole top luminaire assemblies
x	Factory wired electrical component enclosures
x	Factory built wire harnesses with plug-in connections
Controls	
1	24” x 72” Control and monitoring cabinet
x	High/medium/low dimming
12	30-amp contactors
3	Off/On/Auto (OOA) switches
Warranty	
x	Musco’s Constant 25™ - Controls and Monitoring product assurance and warranty program that eliminates 100% maintenance costs for 25 years, including labor, materials, monitoring and guaranteed light levels.

B. SCOPE OF WORK

Palm Coast Indian Trails Sports Complex Fields 6-8
Palm Coast, FL
Pole in the Air Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Survey pole locations prior to delivery of Musco Equipment.
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters and storage containers.
9. Provide sealed Electrical Plans. (If required)
10. Provide a source of water such as a fire hydrant or 2” water line for foundation excavation. Pay for any and all fees associated with the water access and usage.

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact locate services for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing surfaces when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

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Foundations, Poles, and Luminaires:

1. Confirm pole locations per the surveyed locations and aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install (10) LSS foundations as specified on layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect (10) dressed LSS Poles and aim utilizing the pole alignment beam.
6. Ground poles per code requirements.

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C. LIGHTING DESIGN

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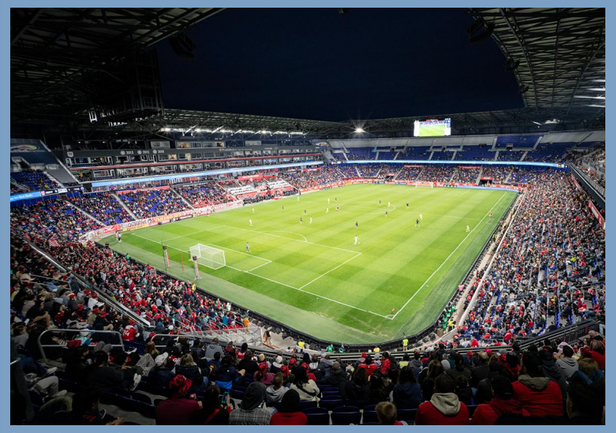

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Iowa Women of Achievement Bridge, Des Moines, Iowa, USA

Tottenham Hotspur FC Training Ground, Tottenham, London, UK

Palm Coast Indian Trails Sports Complex Fields 6-8

Palm Coast,FL

Sales Representative: Danny Sheldon · Designed By: Eli Whitney · Design No.: 246756A · January 28, 2026

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Palm Coast Indian Trails Sports Complex Fields 6-8

Palm Coast,FL

LIGHTING SYSTEM

Structure/Fixture Summary

Structure ID	Structure Height	Fixt. Attachment Ht.	Fixture Qty	Fixture Type	Load	Circuit
S1-S2	70'	70'	5	TLC-LED-1200	5.85 kW	A
S3	70'	70'	5	TLC-LED-1200	5.85 kW	A
		70'	5	TLC-LED-1200	5.85 kW	C
S4	70'	70'	5	TLC-LED-1200	5.85 kW	A
		70'	5	TLC-LED-1200	5.85 kW	B
S5-S7	70'	70'	5	TLC-LED-1200	5.85 kW	B
S8-S9 S11	70'	70'	5	TLC-LED-1200	5.85 kW	C
10			**60**		**70.20 kW**	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Soccer 1	23.40 kW	20
B	Soccer 2	23.40 kW	20
C	Soccer 3	23.40 kW	20

Fixture Type Summary

Type	Circuit	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1200	A	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	20
TLC-LED-1200	B	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	20
TLC-LED-1200	C	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	20

Single Fixture Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Fixture (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0

Light Level Summary

Calculation Grid Summary

Grid Name	Calculation Metric	Illumination Ave					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Soccer 6	Horizontal Illuminance	33.47	24.72	44.89	1.82	1.35	A	20
Soccer 7	Horizontal Illuminance	31.34	20.82	39.15	1.88	1.50	B	20
Soccer 8	Horizontal Illuminance	32.10	25.02	40.01	1.60	1.28	C	20

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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Palm Coast Indian Trails Sports Complex Fields 6-8

Palm Coast,FL

Equipment List For Areas Shown

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	S1-S2	70'	-	70'	TLC-LED-1200	5	5	0
2	S3-S4	70'	-	70'	TLC-LED-1200	5/5*	5	5
4	Totals					30	20	10

Above Field Level is height of fixtures above area shown

*This structure utilizes a back-to-back mounting configuration

Grid Summary

Name:	**Soccer 6**
Size:	362' x 174'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES	Entire Grid
Guaranteed Average:	**30**
Scan Average:	33.47
Maximum:	44.89
Minimum:	24.72
Avg/Min:	1.35
Guaranteed Max/Min:	**2.5**
Max/Min:	1.82
UG (adjacent pts):	1.41
CU:	0.71
No. of Points:	72
FIXTURE INFORMATION	
Applied Circuits:	A
No. of Fixtures:	**20**
Total Load:	23.40 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 40

0' 40' 80'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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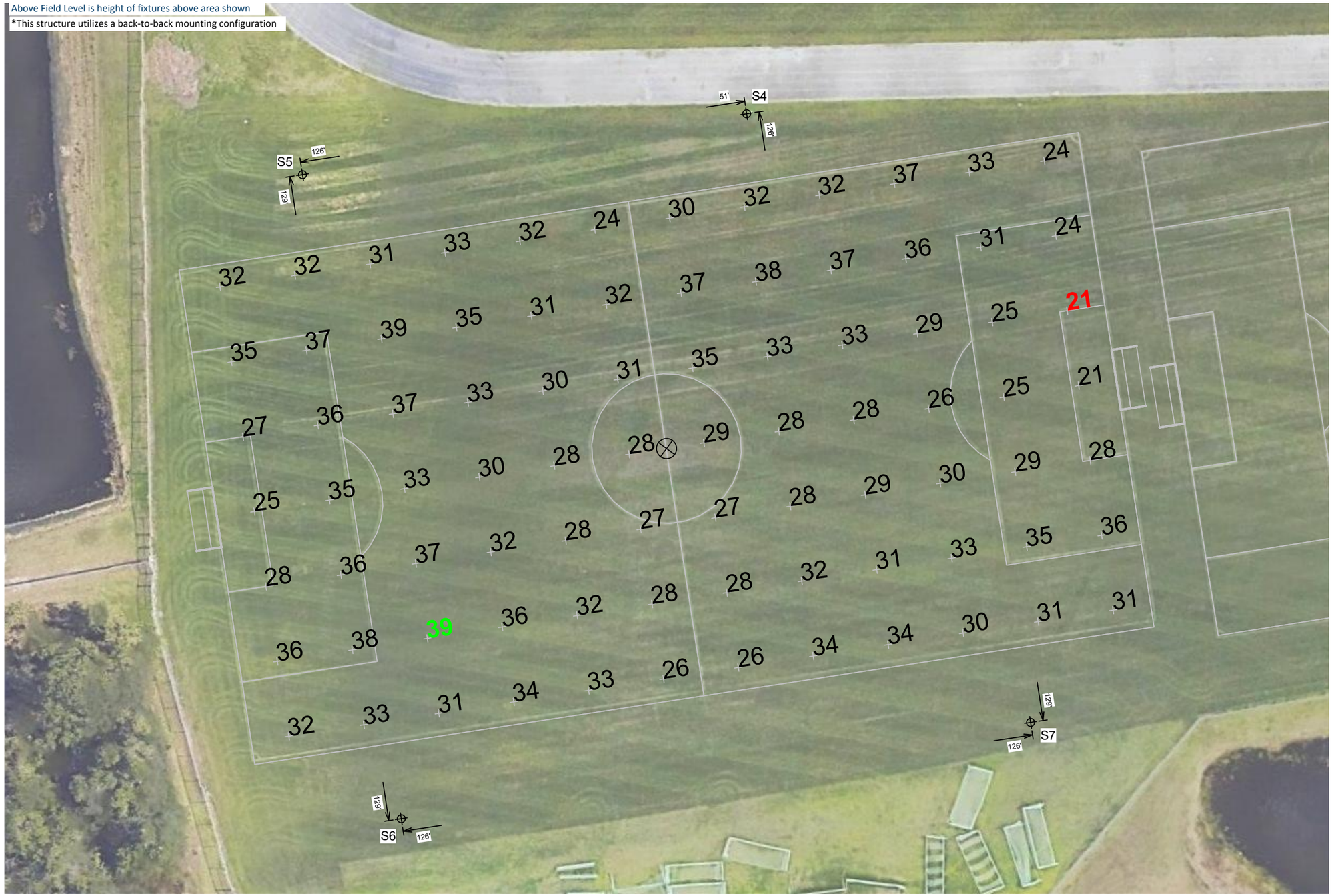
Equipment List For Areas Shown

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	S4	70'	-	70'	TLC-LED-1200	5/5*	5	5
3	S5-S7	70'	-	70'	TLC-LED-1200	5	5	0
4	Totals					25	20	5

Above Field Level is height of fixtures above area shown

*This structure utilizes a back-to-back mounting configuration



Palm Coast Indian Trails Sports Complex Fields 6-8

Palm Coast,FL

Grid Summary

Name:	**Soccer 7**
Size:	360' x 198'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES	Entire Grid
Guaranteed Average:	**30**
Scan Average:	31.34
Maximum:	39.15
Minimum:	20.82
Avg/Min:	1.50
Guaranteed Max/Min:	**2.5**
Max/Min:	1.88
UG (adjacent pts):	1.37
CU:	0.77
No. of Points:	84
FIXTURE INFORMATION	
Applied Circuits:	B
No. of Fixtures:	**20**
Total Load:	23.40 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 40

0' 40' 80'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

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Palm Coast Indian Trails Sports Complex Fields 6-8

Palm Coast,FL

Equipment List For Areas Shown

Structure				Fixtures				
QTY	STRUCTURE ID	SIZE	GRADE ELEVATION	ABOVE FIELD LEVEL	FIXTURE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
1	S3	70'	-	70'	TLC-LED-1200	5/5*	5	5
3	S8-S9 S11	70'	-	70'	TLC-LED-1200	5	5	0
4	Totals					25	20	5

Above Field Level is height of fixtures above area shown

*This structure utilizes a back-to-back mounting configuration

Grid Summary

Name:	**Soccer 8**
Size:	348' x 194'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

Illumination Summary

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Guaranteed Average:	**30**
Scan Average:	32.10
Maximum:	40.01
Minimum:	25.02
Avg/Min:	1.28
Guaranteed Max/Min:	**2.5**
Max/Min:	1.60
UG (adjacent pts):	1.47
CU:	0.79
No. of Points:	84
FIXTURE INFORMATION	
Applied Circuits:	C
No. of Fixtures:	**20**
Total Load:	23.40 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 40

0' 40' 80'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Palm Coast Indian Trails Sports Complex Fields 6-8

Palm Coast,FL

Equipment Layout

INCLUDES:
· Soccer 6
· Soccer 7
· Soccer 8

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List For Areas Shown

Structure				Fixtures		
QTY	STRUCTURE ID	SIZE	GLOBAL ELEVATION	ABOVE GLOBAL LEVEL	FIXTURE TYPE	QTY/POLE
8	S1-S2 S5-S9 S11	70'	-	70'	TLC-LED-1200	5
2	S3-S4	70'	-	70'	TLC-LED-1200	5/5*
10	Totals					60

*This structure utilizes a back-to-back mounting configuration

Above Global Level is height of fixtures above design (0,0,0)

Single Fixture Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Fixture (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0

SCALE IN FEET 1 : 70

0' 70' 140'

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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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D. CONTROLS AND MONITORING

System Requirements: Control System Summary

Preliminary Plans: Confirm all details - see Note 1

Project Information

Control System

Control System ID:	1 of 1
Control System Type:	Control-Link® Control and Monitoring System
Communication Type:	PowerLine-ST

Power Requirements

Control cabinet(s):	
Control voltage (phase to neutral)	120/60
VA loading - Inrush	3513.0
VA loading - Sealed	388.0
Lighting Circuits:	
Voltage/Hertz/Phase	480/60/3

Project Notes:

Equipment Listing

Description	Qty	Size (in)
Control and monitoring cabinet - primary	1	24 X 72
Contactors, 30 amperes	12	-
Off/On/Auto switches	3	-

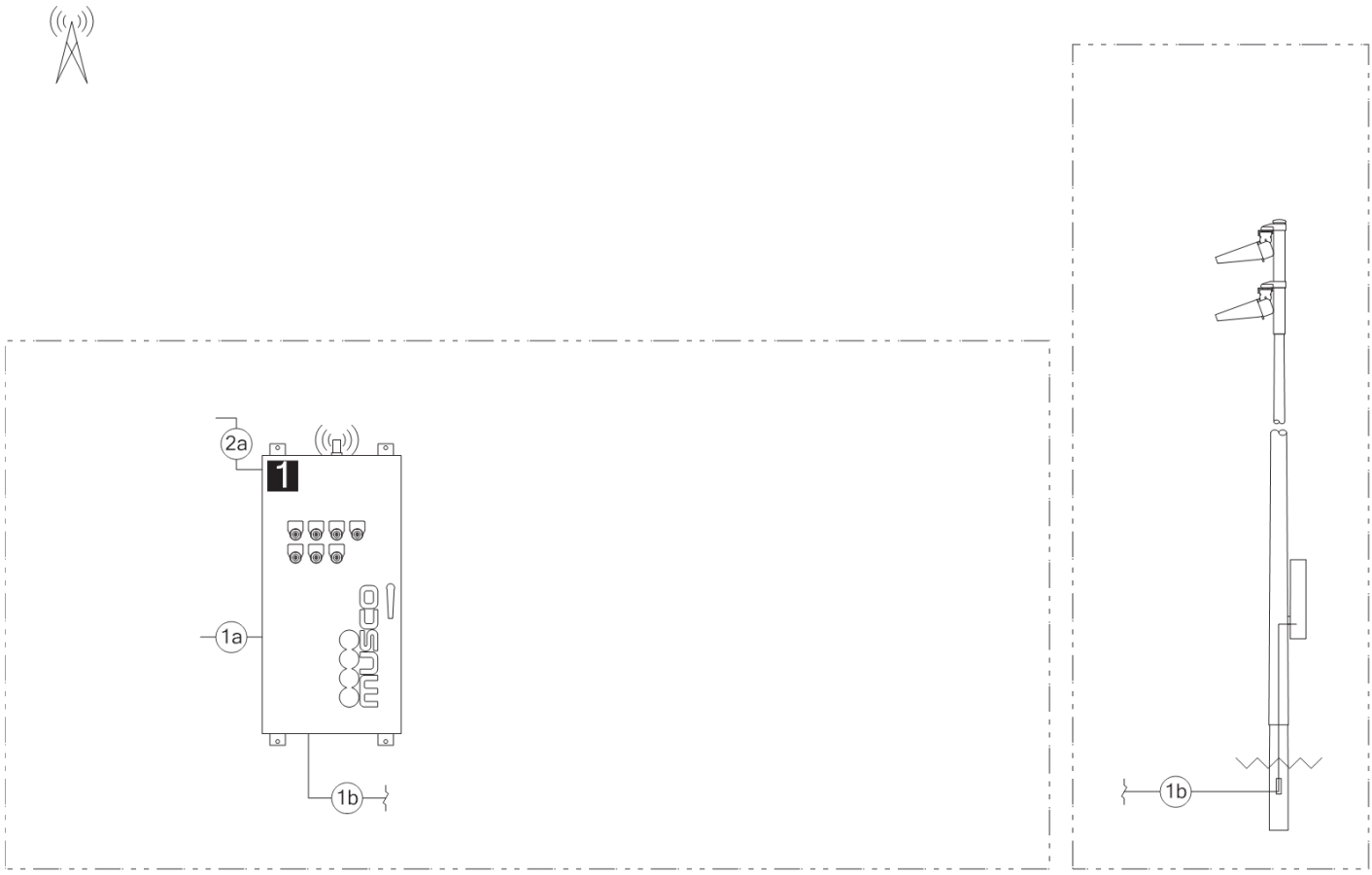
Important Notes:

1. Please confirm that the lighting circuit voltage listed above is accurate for this facility. This is the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole location. Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each circuit at each pole location. Contactors are 3 pole and 100% rated for the published continuous load.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. Size overcurrent devices using the full load amps column of the Circuit Summary by Switch chart (Minimum power factor is 0.9). Size conduit per code unless otherwise specified as larger to allow for harness connectors.
6. Avoid use of in-ground junction/pull boxes when possible. If used, the following best practices must be followed:
   • Underground handholes (pull boxes) must be supported to prevent settling. Boxes buried directly in soil, without support, are not allowed.
   • Use polymer concrete lids marked with ELECTRIC for underground handholes. Steel lids are not allowed.
   • Avoid underground connections when possible. If used, all wire connectors must be UL listed for Wet Locations to prevent leakage current.
7. Control power wiring must be in separate conduit from line or load power wiring. Communication cables must be in separate conduit from any power wiring.
8. Test wire per ANSI/NETA ATS-2021. Wires with insulation resistance less than 100 MOhms, in water-filled conduit, must be replaced.
9. Refer to Installation Instructions for more details on equipment information and the installation requirements.

System Requirements: Control System Summary

Project Name: Palm Coast Indian Trails Sports Complex Fields 6-8 | Project #: 246756
Control System ID: 1 of 1
Distribution Panel Location/ID: Service 1

Equipment Layout and Connection Details



Connection Details	
ID	**Description**
1a	Line power to contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
1b	Load power from contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
2a	Control power with equipment ground to control cabinet. Requires dedicated 20 A circuit. Provide transformer if control voltage not present.

Equipment	
ID	**Description**
1	Control and monitoring cabinet - primary

System Requirements: Control System Summary

Circuit Summary

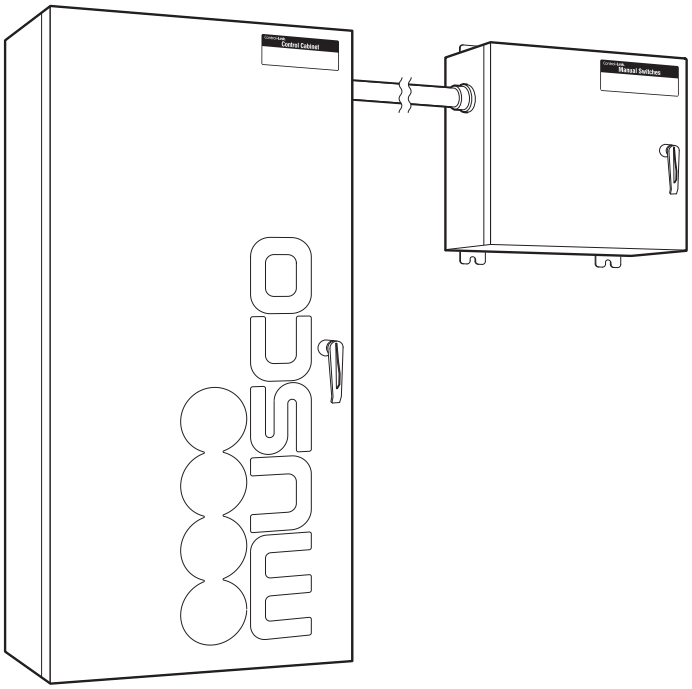
Zone Schedule		Switch Location
Field/Zone Description	Zone	
Soccer 6	1	Cabinet 1
Soccer 7	2	Cabinet 1
Soccer 8	3	Cabinet 1

Control Module ID: 1

Lighting Circuit Voltage: 480/60/3

Circuit Summary by Switch							
Switch	Zone Description	Pole ID	Qty of Fixtures	Full load amperes	Contactor Size (Amps)	Cabinet #	Contactor ID
1	Soccer 6	S1	5	10.39	30	1	C1
	Soccer 6	S2	5	10.39	30	1	C2
	Soccer 6	S3	5	10.39	30	1	C3
	Soccer 6	S4	5	10.39	30	1	C4
2	Soccer 7	S4	5	10.39	30	1	C5
	Soccer 7	S5	5	10.39	30	1	C6
	Soccer 7	S6	5	10.39	30	1	C7
	Soccer 7	S7	5	10.39	30	1	C8
3	Soccer 8	S3	5	10.39	30	1	C9
	Soccer 8	S8	5	10.39	30	1	C10
	Soccer 8	S9	5	10.39	30	1	C11
	Soccer 8	S11	5	10.39	30	1	C12

Datasheet: **Control-Link® Control System with Manual Switches Cabinet**



Overview

Control-Link® control system provides flexible remote on/off control of your lighting system and allows switch placement in a convenient remote location.

Features

Control

- Existing Musco or other manufacturer's lighting system and auxiliary equipment
- Customized on/off control via phone, website, smartphone application, email, or fax up to 10 years in advance
- Multi-level user security settings
- Remote-mounted on/off/auto switches allow manual or automated control
- Seven controllable lighting zones
- Cabinets securable with customer-supplied padlocks

Management and Support

- Control-Link Central™ service center provides support 24 hours a day, 7 days a week for scheduling, monitoring, and reporting
- Customized usage reports through website

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Technical Specifications

Ratings

UL 508A Listed.....E204954

FCC Part 15 .....Class A compliant

Operating temperature .....-4 ˚F to 140 ˚F (-20 ˚C to 60 ˚C)

Weight for control cabinet..... 33 lb (15 kg)

Weight for manual switches cabinet ..... 25 lb (10 kg)

Maximum distance from control cabinet to switches.....300 ft (75 m with metric wire)

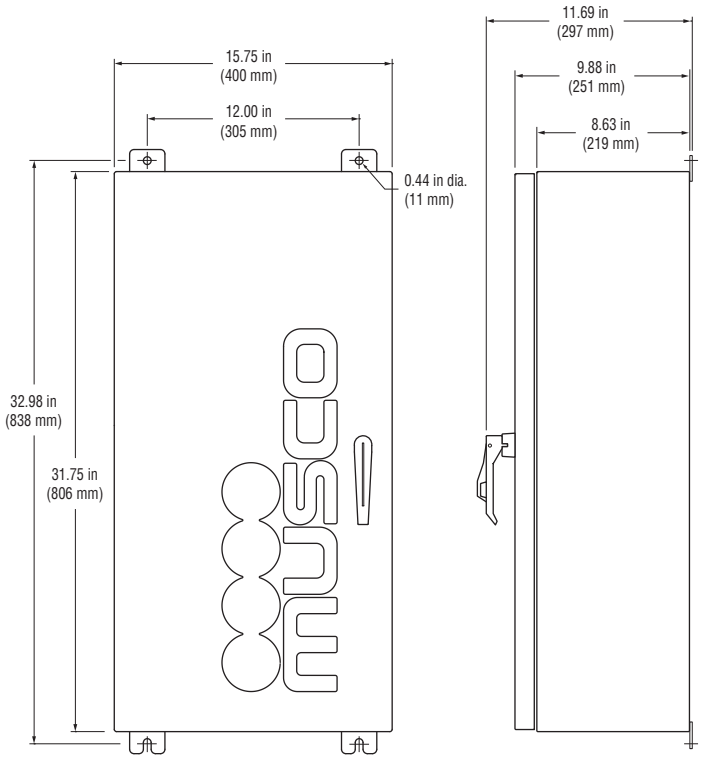
Construction

Control Cabinet

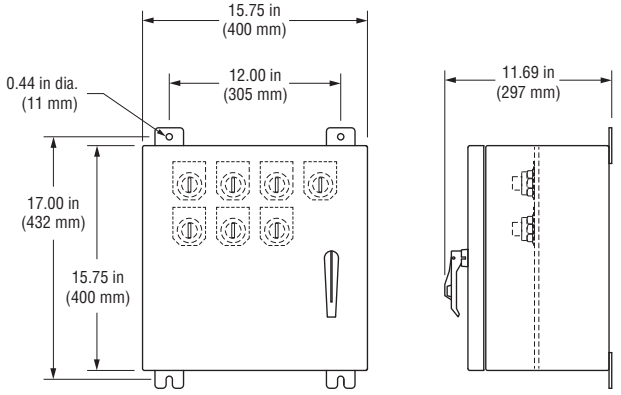
- NEMA type 4 cabinet
- Powder-coated aluminum 5052 H32 cabinet and panel
- Lockable door
- External mounting feet
- Requires 120 V phase-to-neutral control voltage

Manual Switches Cabinet

- NEMA type 4 cabinet
- Powder-coated aluminum 5052 H32 cabinet and panel
- Lockable door



Control cabinet



Manual switches cabinet

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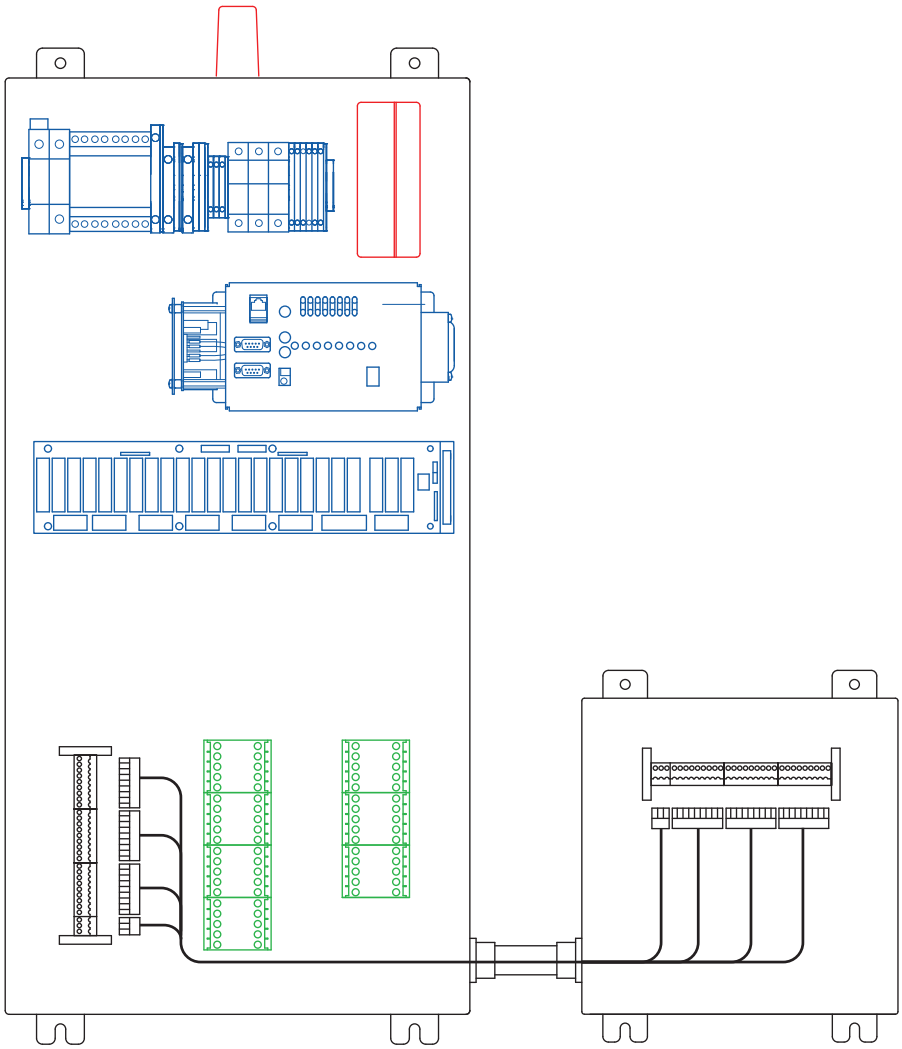
Internal Details

- Factory wired, programmed, and tested
- Internally fused
- Control power terminal blocks provided
- Plug-in connectors provided to connect control cabinet to manual switches cabinet (wiring between cabinets provided by contractor)
- Interposing relays provided to interface with existing contactors



Control Module

Receives and stores schedules from Control-Link Central™ service center, operates your equipment, and verifies schedules were carried out.

- Stores and executes schedules for up to 7 days
- Reboots automatically and executes current schedule when power is restored, in case of power interruption

Communication Module

Integrated communication system provides two-way reliable, high speed communication to Control-Link Central service center with no additional monthly charges during warranty period.

Interposing Relays

Interposing relays control existing contactors.

- 10 A contacts
- 120 V coil

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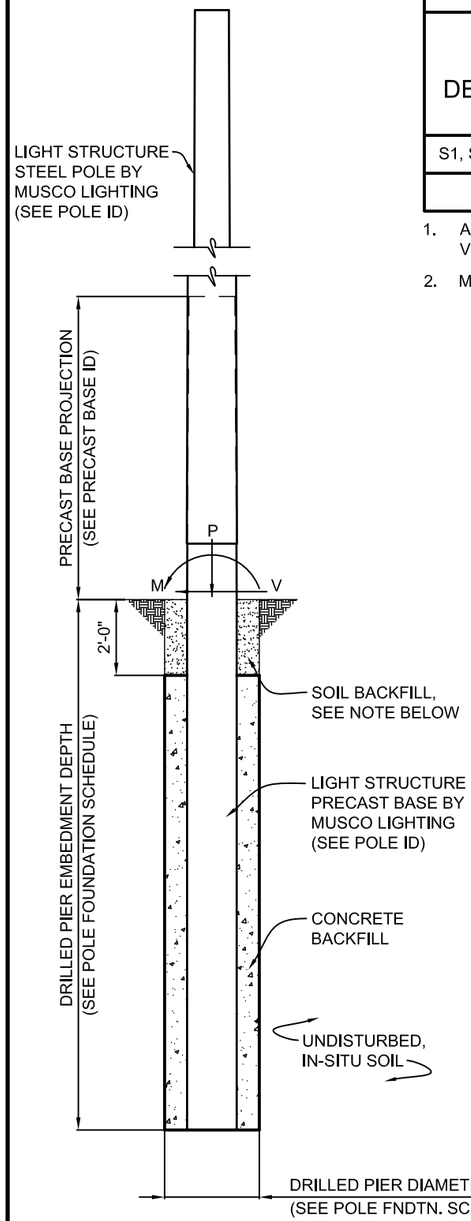
E. STRUCTURAL INFORMATION



POLE FOUNDATION ELEV.

SCALE: NOT TO SCALE

SOIL BACKFILL NOTE:
THE TOP TWO FEET OF ANNULUS SHALL BE BACKFILLED WITH SOIL, WITH A CLASSIFICATION OF CLASS 4 (TABLE 1806.2) OR BETTER.

POLE FOUNDATION SCHEDULE

POLE DESIGNATION	FORCES (1.)			DRILLED PIER		
	MOMENT (M) FT-LBS	SHEAR (V) LBS	VERTICAL (P) LBS	DIAMETER INCHES	EMBEDMENT DEPTH	CONCRETE BACKFILL YD^3 (2.)
S1, S2, S5, S6 - S9, S11	85,596	2,021	1,946	30	14'-0"	1.6
S3, S4	117,285	2,623	3,099	30	16'-0"	1.7

1. ASD LOAD COMBINATION D + 0.6W.
   VERTICAL FORCE IS WEIGHT OF DRESSED POLE (DOES NOT INCLUDE PRECAST BASE WEIGHT).
2. MINIMUM CONCRETE BACKFILL VOLUME, SITE CONDITIONS MAY REQUIRE ADDITIONAL BACKFILL.

PRECAST BASE IDENTIFICATION

PRECAST BASE TYPE	PRECAST BASE WEIGHT	PRECAST BASE LENGTH	PROJECTION ABOVE GRADE	STANDARD EMBEDMENT	OUTSIDE DIAMETER
4B	3,490 LBS	22'-0"	8'-0"	14'-0"	15.75"
5B	4,580 LBS	23'-11"	7'-11"	16'-0"	18.25"

POLE IDENTIFICATION

POLE DESIGNATION	POLE TYPE	PRECAST BASE TYPE	FIXTURE CONFIGURATION (FIX. PER XARM)	FIXTURE AND ACCESSORIES EPA (FT^2)
S1, S2, S5, S6 - S9, S11	LSS70C	4B	5 (5)	10.2
S3, S4	LSS70D	5B	10 (5) / (5)	18.3

DESIGN NOTES

DESIGN PARAMETERS:
WIND: V_{ult} = 140 MPH, V_{asd} = 108 MPH (EXPOSURE C, RISK CATEGORY II)
PER FBC, 2023 EDITION (ASCE 7-22), SECTION 1609

GEOTECHNICAL PARAMETERS:
ALLOWABLE END BEARING SOIL PRESSURE: 2,000 PSF OR SKIN FRICTION: 367 PSF
ALLOWABLE LATERAL SOIL BEARING PRESSURE: 300 PSF/FT (NEGLECT TO -2'-0")
IN ACCORDANCE WITH THE 2023 EDITION OF THE FLORIDA BUILDING CODE, CHAPTER 18. SEE TABLE 1806.2, SOIL MATERIAL CLASS 4 & SECTION 1806.3.4.

A GEOTECHNICAL ENGINEER OR REPRESENTATIVE OF IS RECOMMENDED (NOT REQUIRED) TO BE AVAILABLE AT THE TIME OF THE FOUNDATION INSTALLATION TO VERIFY THE SOIL DESIGN PARAMETERS AND TO PROVIDE ASSISTANCE IF ANY PROBLEMS ARISE IN FOUNDATION INSTALLATION.

ENCOUNTERING SOIL FORMATIONS THAT WILL REQUIRE SPECIAL DESIGN CONSIDERATIONS OR EXCAVATION PROCEDURES MAY OCCUR. POLE FOUNDATIONS WILL NEED TO BE ANALYZED ACCORDING TO THE SOIL CONDITIONS THAT EXIST. IF ANY DISCREPANCIES OR INCONSISTENCIES ARISE, NOTIFY THE ENGINEER OF SUCH DISCREPANCIES. FOUNDATIONS WILL THEN BE REVISED ACCORDINGLY. REVISIONS WILL BE ANALYZED PER RECOMMENDATIONS DIRECTED BY A REGISTERED ENGINEER.

ALL EXCAVATIONS MUST BE FREE OF LOOSE SOIL AND DEBRIS PRIOR TO FOUNDATION INSTALLATION AND CONCRETE BACKFILL PLACEMENT. CONTRACTOR SHOULD BE PREPARED FOR THE POSSIBILITY OF GROUND WATER PUMPING AND EXCAVATION STABILIZATION AS CONDITIONS MAY REQUIRE. CASINGS OR DRILLERS SLURRY MAY BE USED TO STABILIZE THE EXCAVATION DURING INSTALLATION. TEMPORARY CASINGS MUST BE REMOVED DURING CONCRETE BACKFILL PLACEMENT. PERMANENT CASINGS MUST BE SMOOTH-SIDED STEEL PIPE, AND MUST BE INSERTED INTO PLACE FIRST PRIOR TO CLEANING OUT THE INSIDE SO THAT CONTINUOUS CONTACT WITH THE SURROUNDING UNDISTURBED SOILS IS MAINTAINED.

CONCRETE BACKFILL MUST BE PLACED WITH A TREMIE WHEN SLURRY OR WATER IS PRESENT WITHIN THE EXCAVATION. THE MOUTH OF THE TREMIE MUST REMAIN BURIED IN FRESH CONCRETE SO THAT THE CONCRETE DISPLACES WATER OR SLURRY WITHOUT MIXING.

CONCRETE:
CONCRETE SHALL BE AIR-ENTRAINED AND HAVE A MINIMUM COMPRESSIVE DESIGN STRENGTH AT 28 DAYS OF 3,000 PSI. POLE ERECTION MAY TAKE PLACE AFTER STRENGTH GAIN HAS REACHED 1,000 PSI MINIMUM, OR 24 HOURS HAVE ELAPSED FROM PLACEMENT. ALL PIERS AND CONCRETE BACKFILL MUST BEAR ON AND AGAINST FIRM UNDISTURBED SOIL, OR PERMANENT CASINGS WHERE UTLIZED.

GENERAL NOTES:
FIXTURES MUST BE LOCATED TO MAINTAIN 10'-0" MINIMUM HORIZONTAL CLEARANCE FROM ANY OBSTRUCTION. ENGINEER MUST BE NOTIFIED IF FOUNDATIONS ARE NEAR ANY RETAINING WALLS OR WITHIN / NEAR ANY SLOPES STEEPER THAN 3H : 1V. POLES, FIXTURES, PRECAST BASES, ELECTRICAL ITEMS AND INSTALLATION PER MUSCO LIGHTING.

KYLE G. LACINA LICENSE NO. 62692 STATE OF FLORIDA PROFESSIONAL ENGINEER
Kyle G. Lacina
Digitally signed by Kyle G. Lacina
Date: 2026.02.27 09:08:49 -06'00'
02/27/2026

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KYLE G. LACINA 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.

KYLE G. LACINA - NO. PE 62692
LICENSE RENEWAL DATE: FEBRUARY 28, 2027

STRUCTURAL ENGINEERS, P.C. - NO. 26361

DRAWING NO. COVERED BY THIS SEAL: C1

PALM COAST INDIAN TRAILS
SPORTS COMPLEX
FIELDS 6-8 LIGHTING
PALM COAST, FL

musco Lighting
CORPORATE: 100 1st AVE WEST
OSKALOOSA, IA 52577
(800) 825-6020

STRUCTURAL ENGINEERS, P.C.
114 NICHOLAS DRIVE
MARSHALLTOWN, IOWA 50158
PHONE NUMBER: 641-752-6334
EMAIL: MSLINFO@SEPC.BIZ

DRAWING TITLE: POLE AND FOUNDATION
SCALE: SEE PLAN
NOTES: SCAN #246756A

PROJECT NUMBER 246756

DATE 27 FEBRUARY 2026

DRAWING NUMBER C1
OF ONE

USE OR REPRODUCTION OF THIS INFORMATION OTHER THAN ITS INTENDED PURPOSE FOR THIS PROJECT IS PROHIBITED WITHOUT WRITTEN CONSENT FROM MUSCO SPORTS LIGHTING, LLC.

F. WARRANTY

Musco Constant 25™

25-Year Product Assurance & Warranty Program

Project name: Palm Coast Indian Trails Sports Complex Fields 6-8 **Project number:** 246756

Owner: City of Palm Coast **City:** Palm Coast **State:** FL

Covered product(s): Light-Structure System™ with TLC for LED® technology and Control-Link®

Date issued: Date of Shipment **Expiration:** Date of Shipment + 25 Years

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light Performance

Specified illumination levels will be maintained and are marked as guaranteed in the Musco Illumination Summary.

Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted.

Spill Light Control

If specified, spill light levels at identified locations are guaranteed to be controlled to the maximum values provided in the Musco Illumination Summary.

Energy Consumption

Total average kW consumption for your lighting system is guaranteed to be not more than the total load shown in the Musco Illumination Summary.

Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and luminaire outages. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, smartphone app, phone, email, or fax. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Structural Integrity

Your project has been designed to FBC 2023, 140 mph, Exposure C .
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 25 year period.

©2005, 2025 Musco Sports Lighting, LLC M-1291-enUS-12

Musco Constant 25™

25-Year Product Assurance & Warranty Program

Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Musco manufactured product(s) listed on page 1.

"We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

1. **Availability of Service:** Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.

2. **Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.

3. **Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a nonthreatening and safe environment for service.

   You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

   You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

4. **Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

5. **Contract Limitations:**

   a. EXCLUSIONS FROM COVERAGE: IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.

   b. Limitation of Liability: To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

   c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.

   d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.

   e. Obsolescence or Environmental Restrictions: If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state of federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.

6. **Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.

7. **Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.

8. **Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

CEO

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G. PRODUCT INFORMATION

TLC for LED®

5 Easy Pieces™

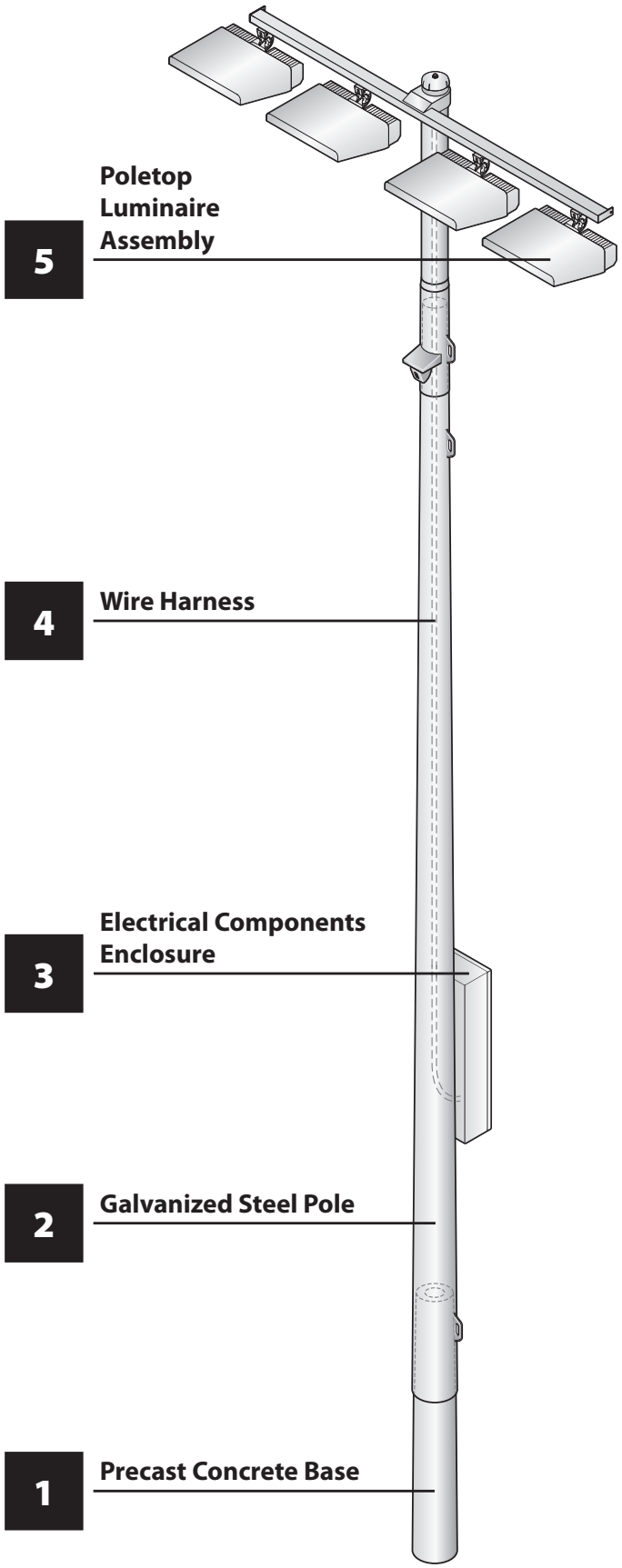
Complete System from Foundation to Poletop

Factory wired, aimed, and tested

Fast, trouble-free installation

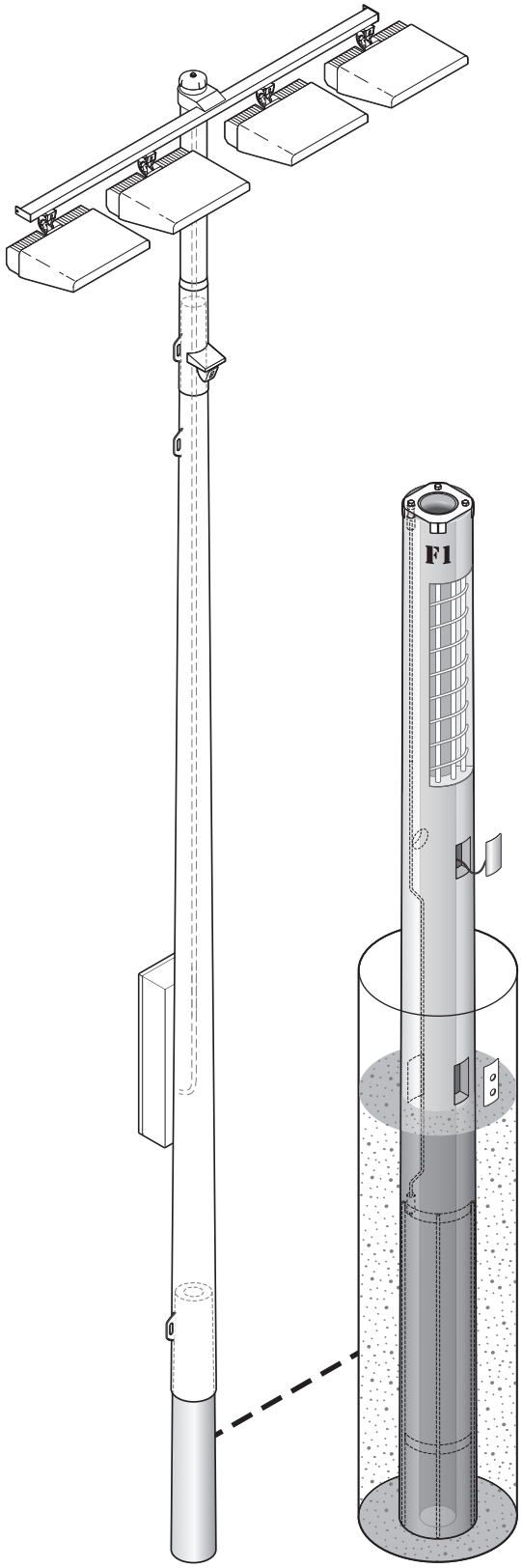
Comprehensive corrosion package

Integrated lightning ground



TLC for LED is a trademark of Musco Corporation. · ©2015, 2025 Musco Sports Lighting, LLC · U.S. and foreign patent(s) issued and pending. · M-3301-en04-2

TLC for LED® – Precast Concrete Base



Overview

The precast concrete base is set directly into the ground and backfilled with concrete. The base includes an integrated lightning ground system.

Features

Base

- Set pole on base in 24 hours
- Tapered upper section for slip-fit steel pole
- Access holes for wire entry
- Epoxy-coated ends prevent water intrusion
- Lifting hole accepts load-rated steel rod provided by Musco

Integrated Lightning Ground System

- Complies with NFPA 780, UL 96A, and EN 62305 standards when installed per Musco installation instructions
- UL Listed, Class II Lightning Protection, file number E337467
- Tested up to 100 kA by independent laboratory
- Steel pole interfaces with integrated grounding system by means of the pole grounding connector
- 2/0 AWG (crossectional area of 67.4 mm^2) grounding electrode conductor
- Concrete-encased grounding electrode, 20 ft (6.1 m) total length, ½ in (12.7 mm) diameter

Technical Specifications

Base dimensions vary. For measurements refer to project-specific *Foundation and Pole Assembly Drawing*.

Construction

- Spun concrete construction
- Prestressed steel vertical strands and coil spiral for strength throughout base
- Minimum design strength is 9500 lb/in^2 (65.5 MPa) at 28 days
- Meets ASTM C1804 design requirements

Quality Assurance Tests

- 28-day compressive strength test on sample cylinder
- Bending moment capacity test on sample base
- Grounding system continuity
- Independent evaluation by ICC Evaluation Service, report #ESR-3765

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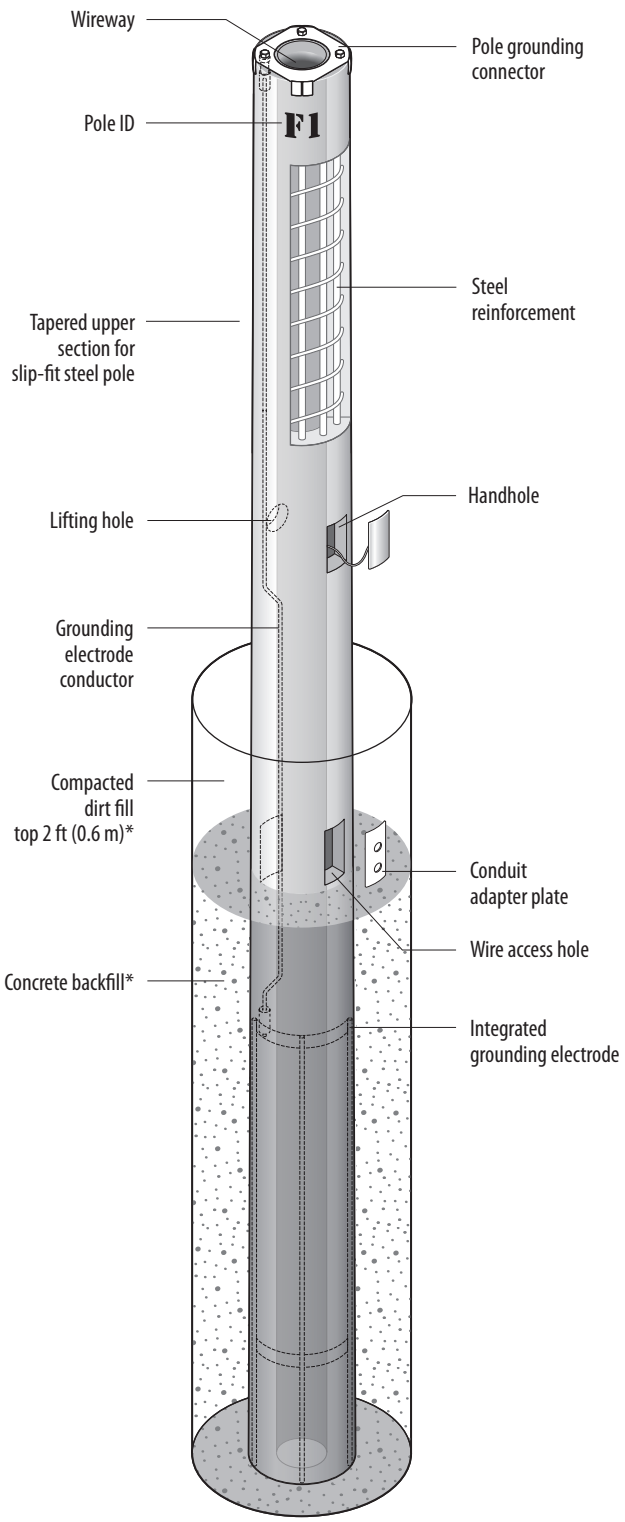
TLC for LED® – Precast Concrete Base



*Standard pier foundation shown. Foundation and/or backfill may vary per alternate foundation design.

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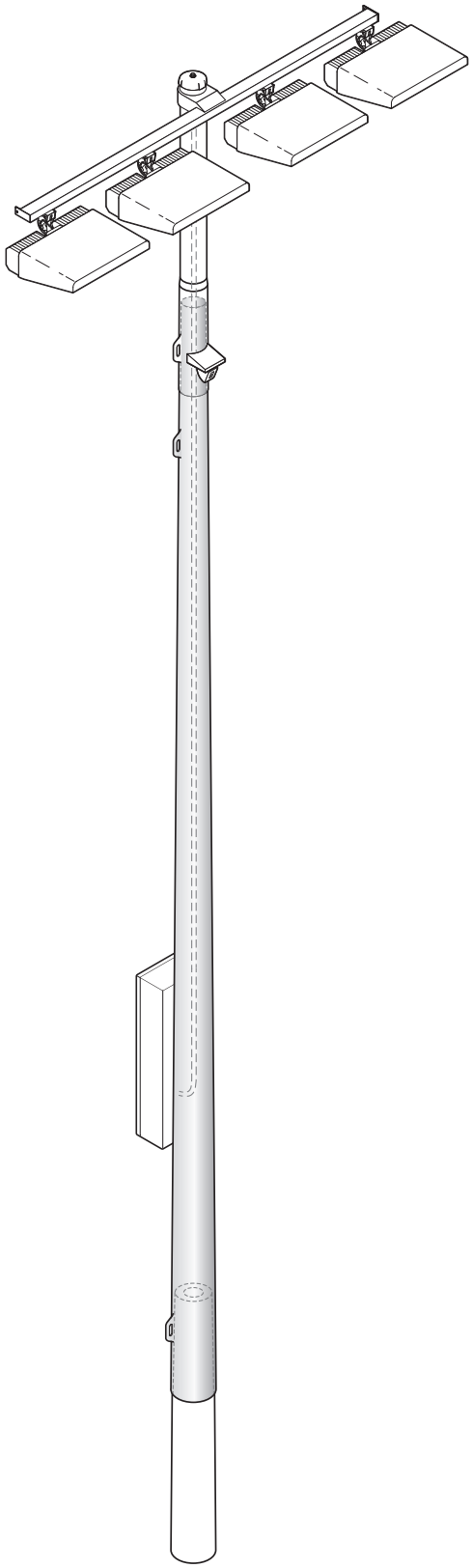
TLC for LED® – Galvanized Steel Pole



Overview

The galvanized steel pole is designed to slip-fit together with the precast concrete base and the poletop luminaire assembly.

Features

- Slip-fit connection allows pole assembly with come-alongs
- Built-in hardware for attaching electrical components enclosure
- Wire access from inside the pole (no exposed wiring or conduit)
- Shipped in sections for easier handling
- Labeled with pole identification for location on field

Technical Specifications

Pole dimensions vary. For measurements refer to project specific pole configuration drawing.

Construction

- Pole designs are tailored to meet the specific building codes and regulatory requirements of the project's location and region
- High strength, low alloy, tapered, round steel pole
- Hot-dip galvanizing inside and outside after fabrication meets ASTM-A123 standard
- Grounding lug—rated for copper (CU) wiring
- Stainless steel fasteners passivated and coated

Quality Assurance Tests

- Material certifications are available upon notice prior to fabrication
- Straightness verification prior to shipment
- Galvanization thickness test

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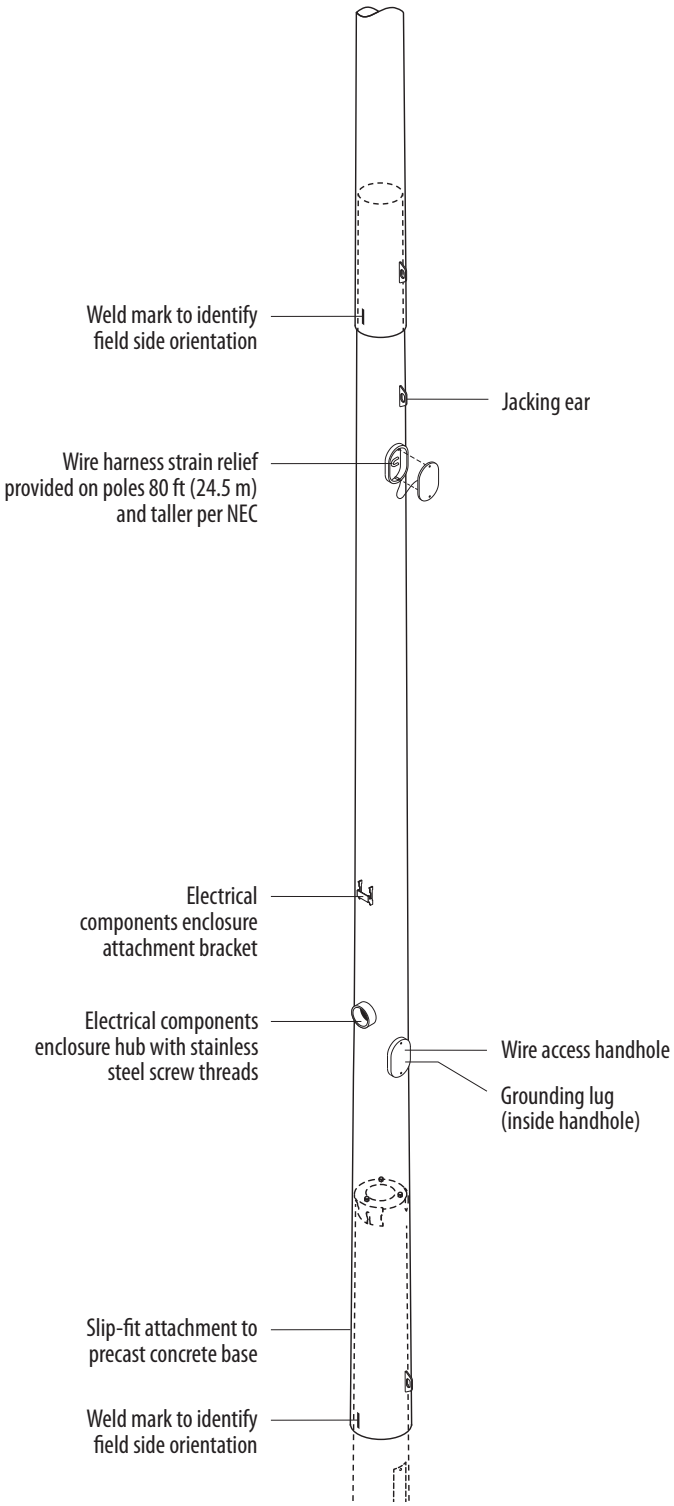
TLC for LED® – Galvanized Steel Pole



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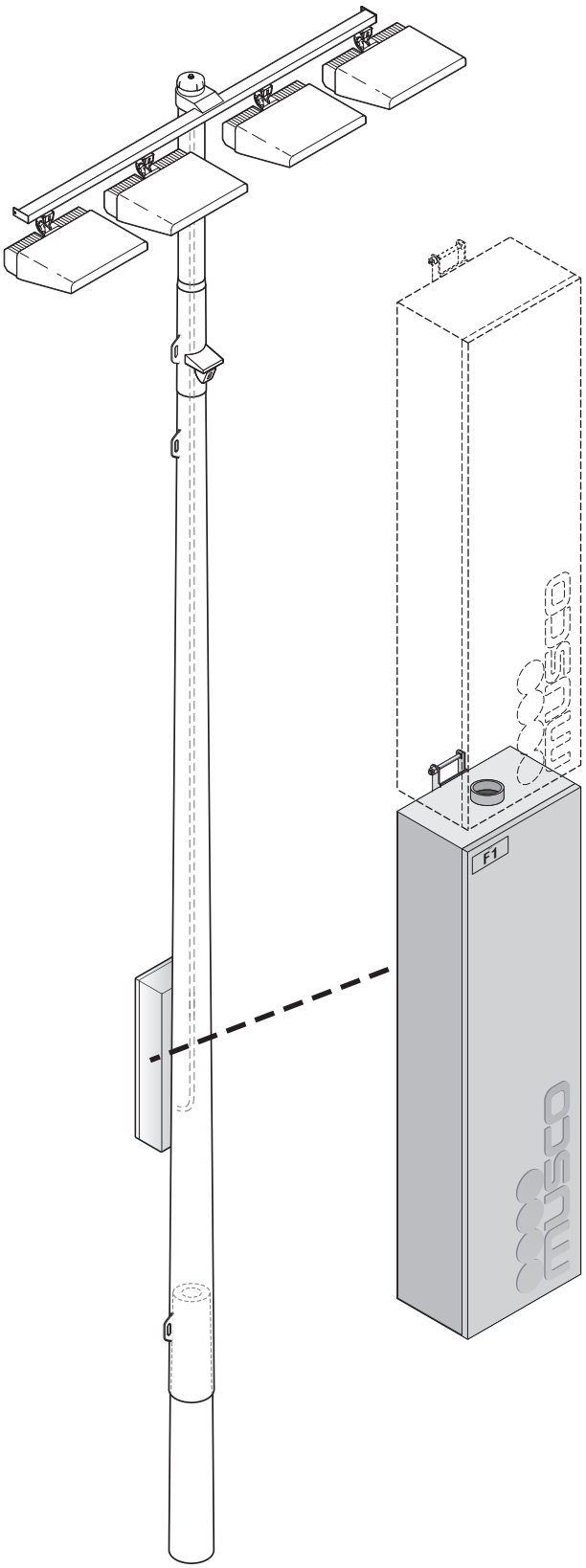
TLC for LED® – Electrical Components Enclosure



Overview

The electrical components enclosure contains all necessary equipment to operate luminaires. Built-in mounting hardware allows for easy attachment to the galvanized steel pole. Quick connect plugs fasten to the wire harness.

Features

- Factory-built and tested as a unit
- Quick connect plug for easy field wiring
- Mounted 10 ft (3 m) above grade for servicing with ladder
- Labeled with pole identification and electrical information
- Drivers individually fused and spare fuses supplied
- Wire access from inside the pole (no exposed wiring or conduit)
- Disconnect per circuit

Technical Specifications

For amperage draws and circuitry refer to project specific document.

Construction

- 0.08 inch (2 mm) thick, powder-coated aluminum
- Enclosure ratings: NEMA 3R, IP54
- Designed to operate in up to 50˚ C (122˚ F) ambient temperature
- Full length stainless steel hinge
- All stainless steel fasteners passivated and coated
- Meets touchsafe standards
- Up to four drivers per enclosure
- Approximate weight 65 lb (29 kg)
- Lower enclosure size 14 in (356 mm) wide x 9 in (229 mm) deep x 52.5 in (1334 mm) high
- Upper enclosure size 14 in (356 mm) wide x 9 in (229 mm) deep x 40.5 in (1029 mm) high

Quality Assurance Tests

- High potential dielectric withstand
- Full functionality test based on project's voltage and simulated load

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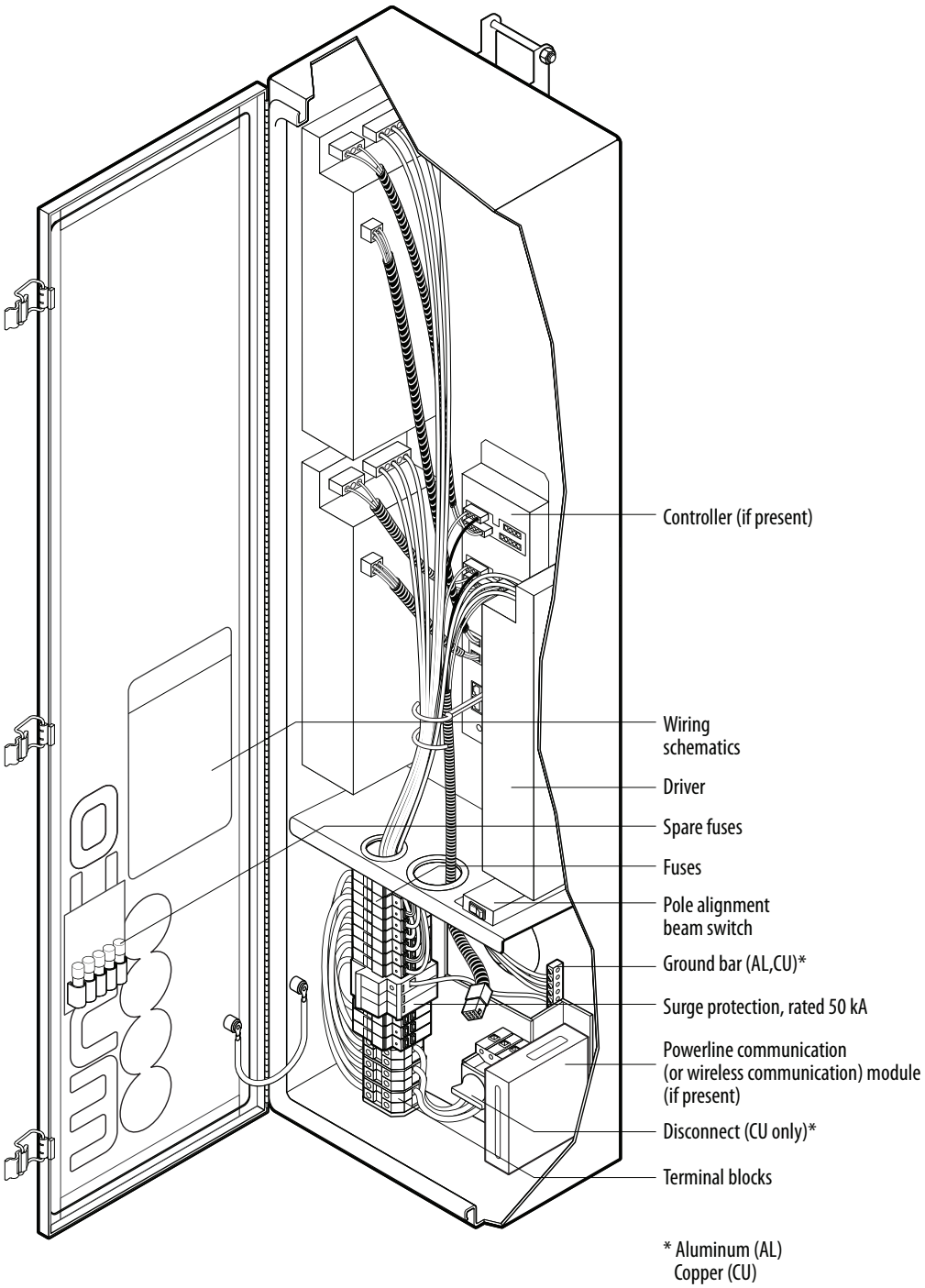
TLC for LED® – Electrical Components Enclosure



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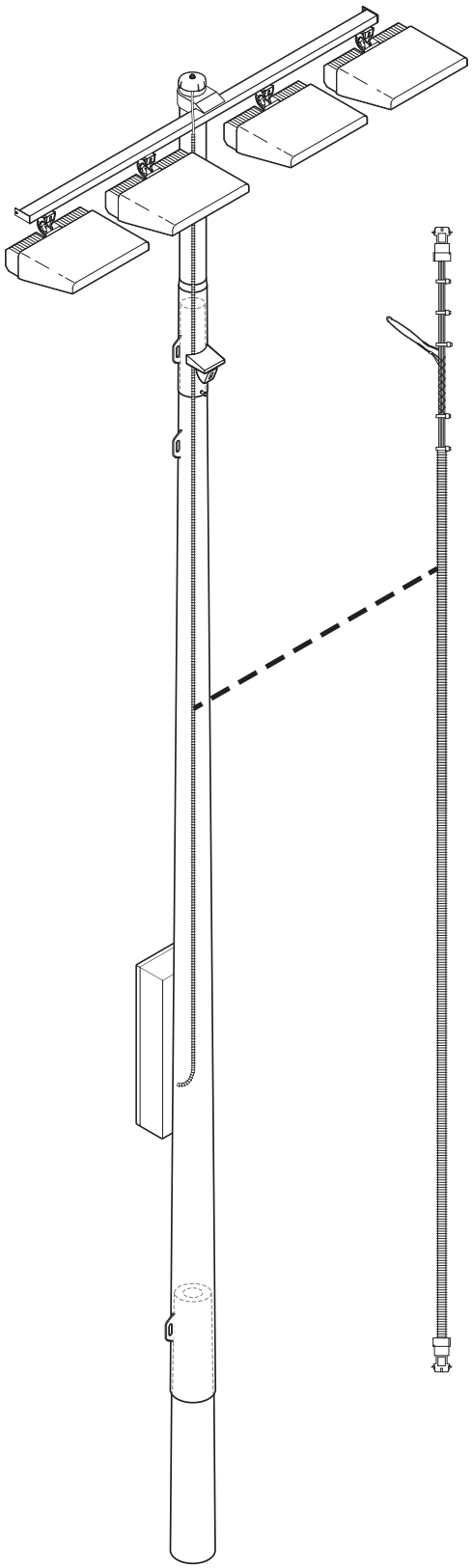
TLC for LED® – Wire Harness



Overview

The factory-built wire harness connects the electrical components enclosure to the poletop luminaire assembly.

Features

- Quick connect plugs for easy field wiring
- Factory-assembled support grip alleviates strain on connections
- Spiral wound cable eliminates slippage
- Protective sleeve prevents wire damage
- All internal wiring, no exposed wires
- Labels identify pole and luminaires

Technical Specifications

Construction

- Spiral wound, wrapped cable, 14 AWG (cross-sectional area of 2.08 mm^2) copper wire
- Integral cable support grip
- Each harness supports up to four drivers
- Multiple top connectors may be present if required for number of luminaires

Quality Assurance Tests

- Connector to connector continuity test
- High potential dielectric withstand
- Machine applied termination crimp

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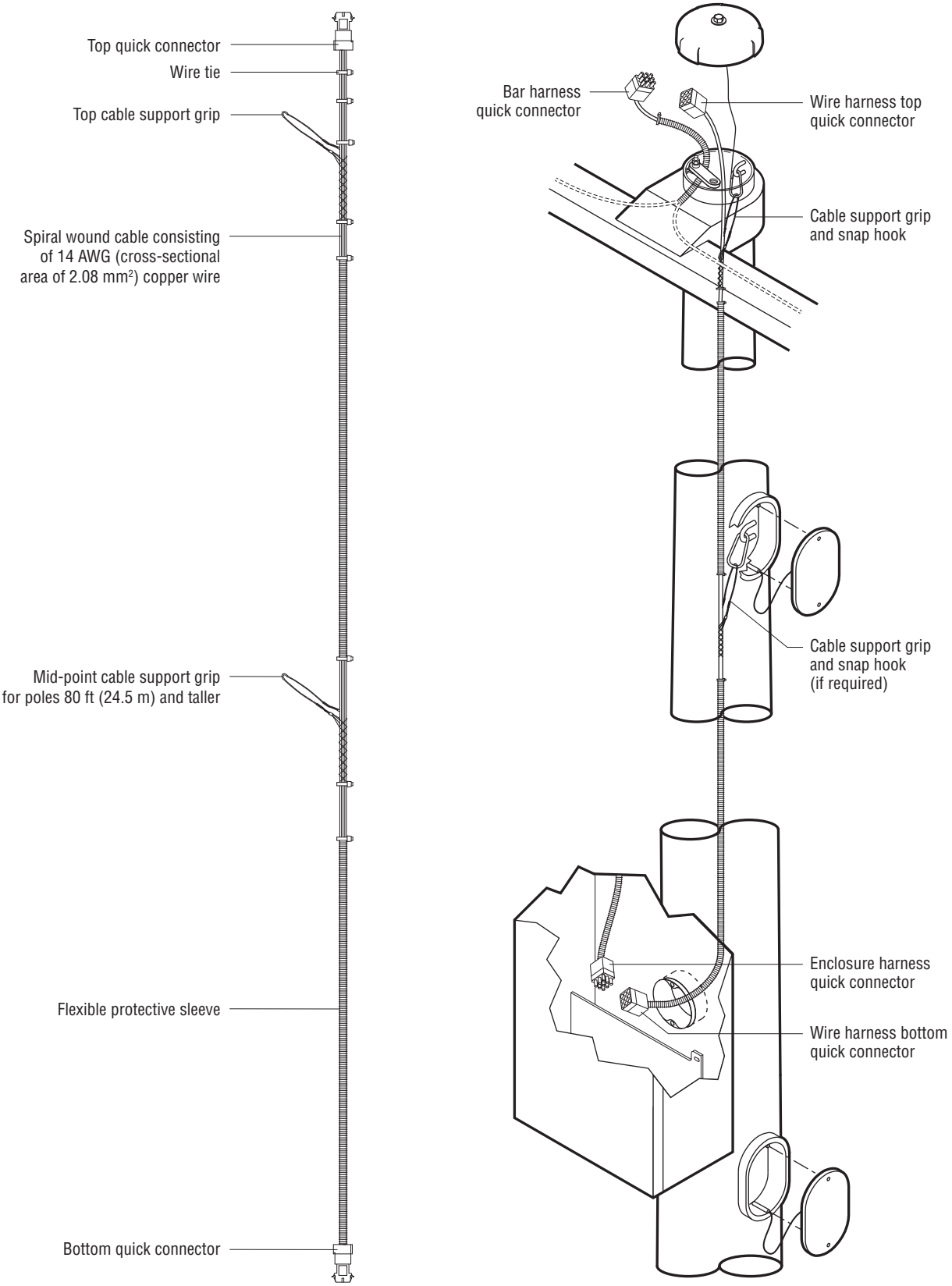
TLC for LED® – Wire Harness



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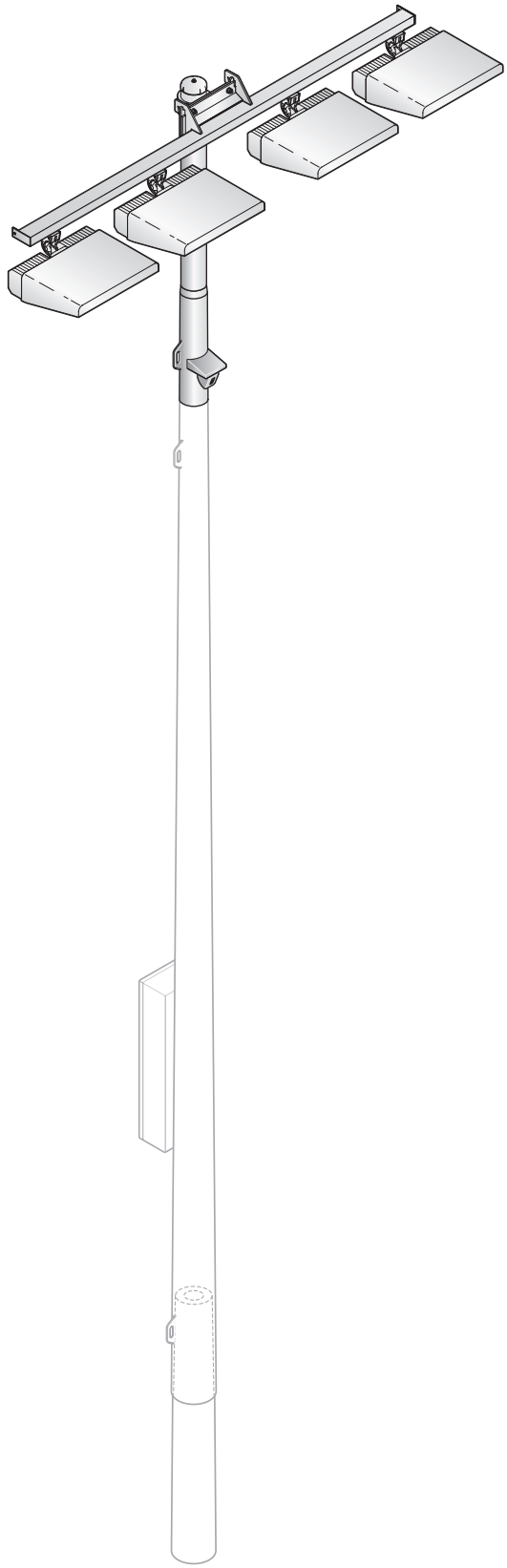
TLC for LED® – Poletop Luminaire Assembly, Bolt On



Overview

The factory-aimed poletop luminaire assembly is the upper section of the pole and slip-fits together with the galvanized steel pole. Crossarms are removed for shipping and assembled in the field.

Features

- Each luminaire is factory-built, tested, and ships as a unit
- Luminaires are factory-aimed to 0.3 degree of accuracy
- Luminaire mounts and connects to wire harness in a single step
- Slip-fit connection allows assembly with come-alongs
- All luminaires are factory-wired to a quick connect harness for easy installation
- Labels identify pole and luminaire location
- No exposed wiring or conduit
- Factory-set pole alignment beam allows easy field alignment
- Retaining hook crossarm attachment design

Technical Specifications

Construction

- Crossarms and pole shaft hot-dip galvanizing inside and outside after fabrication meets ASTM-A123 standard
- All aluminum components are powder-coated or anodized to mil-A-8625F
- Luminaire and knuckle are powder-coated aluminum
- All stainless steel fasteners are passivated and coated
- Crossarms are constructed of rectangular steel tubing
- Polecap is attached with stainless steel lanyard and securing bolt
- Structural-grade fasteners with DTI (Direct Tension Indicating) washers attach crossarms to poletop

Quality Assurance Tests

- Galvanizing thickness
- High potential dielectric withstand
- Connector to connector continuity test
- Grounding continuity
- Luminaire functionality test

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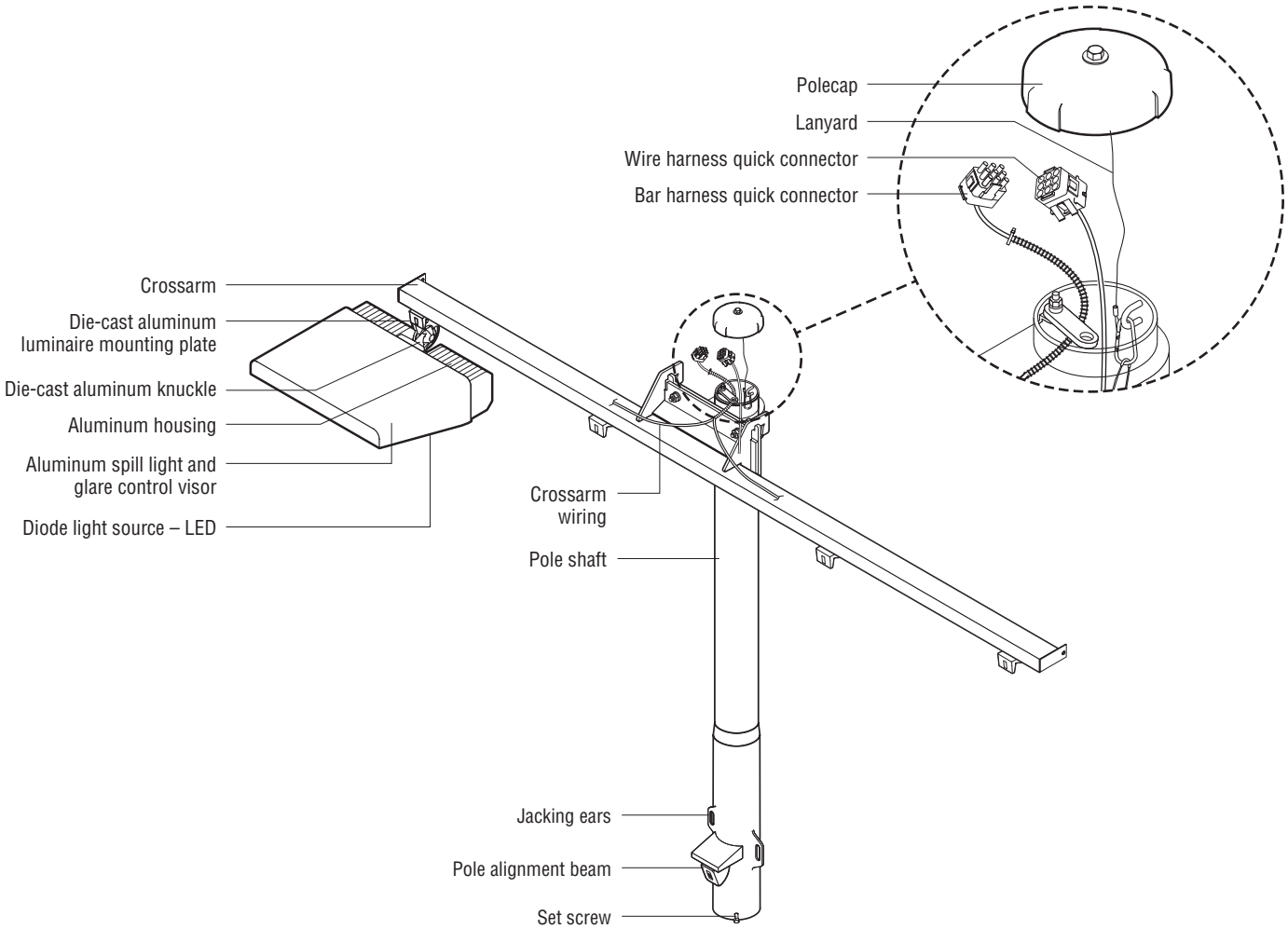
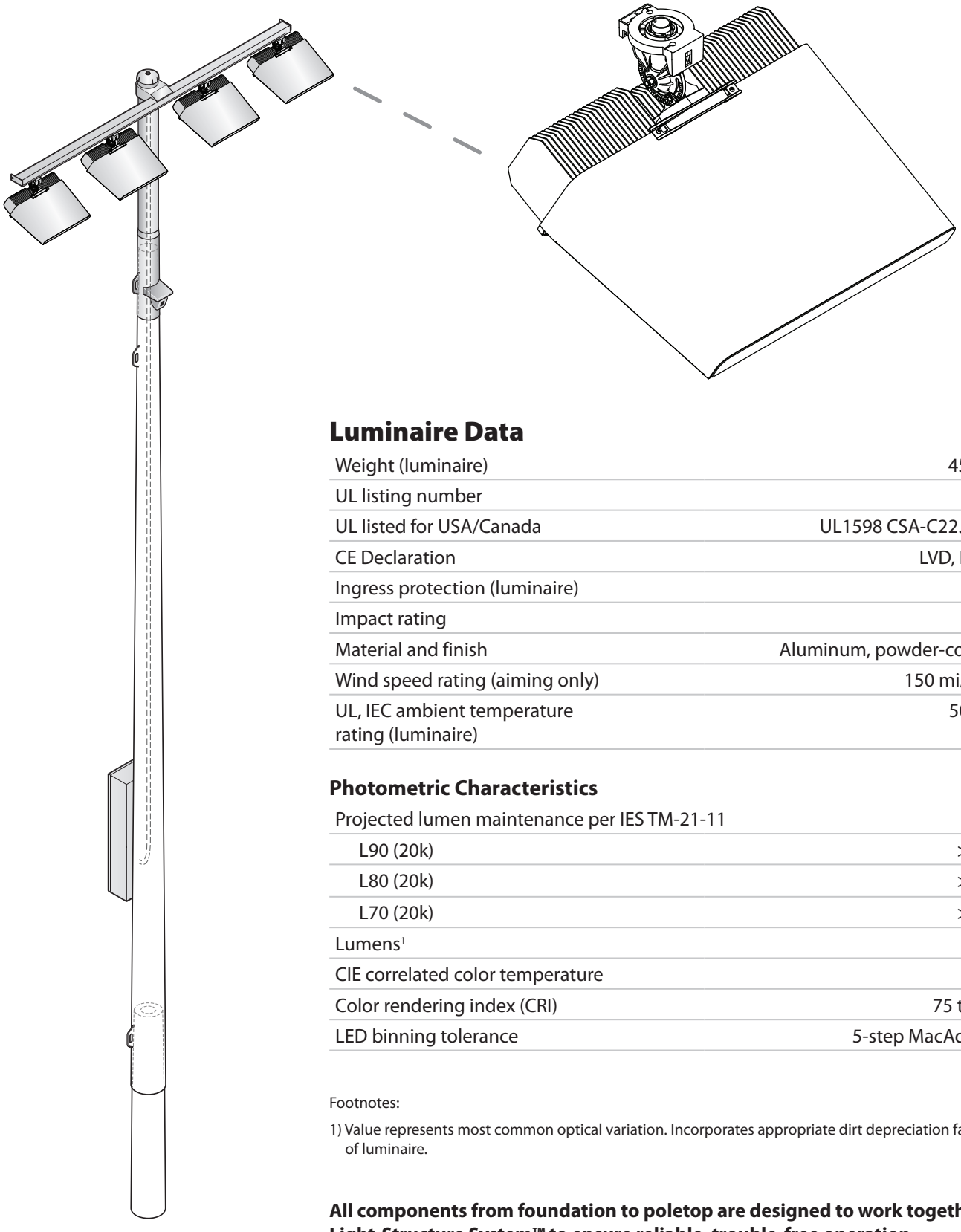
TLC for LED® – Poletop Luminaire Assembly, Bolt On



TLC for LED is a trademark of Musco Corporation · ©2015, 2025 Musco Sports Lighting, LLC · U.S. and foreign patent(s) issued and pending. · M-2220-en04-4

TLC-LED-1200 Luminaire and Driver



Luminaire Data

Weight (luminaire)	45 lb (20 kg)
UL listing number	E338094
UL listed for USA/Canada	UL1598 CSA-C22.2 No.250.0
CE Declaration	LVD, EMC, RoHS
Ingress protection (luminaire)	IP66
Impact rating	IK07
Material and finish	Aluminum, powder-coat painted
Wind speed rating (aiming only)	150 mi/h (67 m/s)
UL, IEC ambient temperature rating (luminaire)	50°C (122°F)

Photometric Characteristics

Projected lumen maintenance per IES TM-21-11	
L90 (20k)	>120,000 h
L80 (20k)	>120,000 h
L70 (20k)	>120,000 h
Lumens[1]	150,000
CIE correlated color temperature	5700 K
Color rendering index (CRI)	75 typ, 70 min
LED binning tolerance	5-step MacAdam Ellipse

Footnotes:

1) Value represents most common optical variation. Incorporates appropriate dirt depreciation factor for life of luminaire.

All components from foundation to poletop are designed to work together in Light-Structure System™ to ensure reliable, trouble-free operation.

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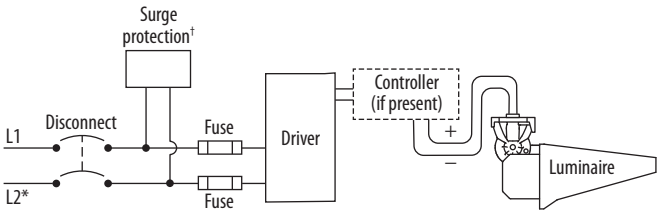
TLC-LED-1200 Luminaire and Driver

Electrical Data

Rated wattage[1]	
Per driver	1170 W
Per luminaire	1170 W
Number of luminaires per driver	1
Starting (inrush) current	<40 A, 256 µs
Fuse rating	15 A
UL, IEC ambient temperature rating (electrical components enclosure)	50°C (122°F)
Ingress protection (electrical components enclosure)	IP54
Efficiency	95%
Dimming mode	optional
Range, energy consumption	13 – 100%
Range, light output	18 – 100%
Flicker	<2%
Total harmonic distortion (THD) at full output	<20%

Typical Wiring



* If L2 is neutral then not switched or fused.
† Not present if indoor installation.

	200 Vac 50/60 Hz	208 Vac 60 Hz	220 Vac 50/60 Hz	230 Vac 50 Hz	240 Vac 50/60 Hz	277 Vac 60 Hz	347 Vac 60 Hz	380 Vac 50/60 Hz	400 Vac 50 Hz	415 Vac 50 Hz	480 Vac 60 Hz
Max operating current per luminaire[2]	7.20 A	6.92 A	6.54 A	6.26 A	6.00 A	5.20 A	4.15 A	3.79 A	3.60 A	3.47 A	3.00 A

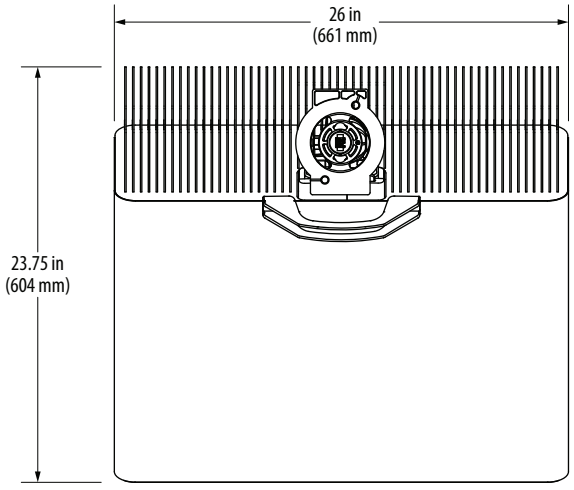
Footnotes:

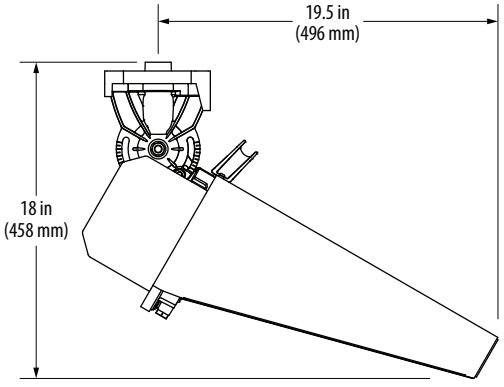
1) Rated wattage is the power consumption, including driver efficiency losses, at stabilized operation in 25°C ambient temperature environment.

2) Operating current includes allowance for 0.90 minimum power factor, operating temperature, and LED light source manufacturing tolerances.

Notes

1. Use thermal magnetic HID-rated or D-curve circuit breakers.
2. See *Musco Control System Summary* for circuit information.





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Safety: **UL Product Certification**

UL Product Certification for:

Musco Sports Lighting, LLC
211 2nd Ave W
PO Box 808
Oskaloosa, IA 52577
USA

UL Category	Covers	UL Number
High-Intensity Discharge Surface-Mounted Luminaires	• Green Generation™ luminaires and remote ballast assemblies • SportsCluster® and SportsCluster-2® luminaires and remote ballast assemblies • Light-Structure 2™ and Light-Structure System™ luminaires and remote ballast assemblies • 1000 W Light-Pak™ and Light-Pak indoor luminaires with Multi-Watt™ control system • 1000 W Show-Light™ and Show-Light Green™ luminaires with hooded light actuator system and remote ballast assemblies • 2000 W Mirtran™ luminaire • Stadium 2K Fixture™ 2000 W luminaire and Hot Restrike Green™ 2000 W hot restrike luminaire	E33316
Management Equipment, Energy	Lighting control systems for: • Control-Link® control and monitoring system • Control-Link retrofit control system	E139944
Industrial Control Panels	Control panels and enclosures for: • Control-Link® control and monitoring system • Control-Link retrofit control system • Lighting contactor cabinets • Multi-Watt™ control systems	E204954
Emergency Lighting and Power Equipment	• Auxiliary Lighting Interface Cabinet (ALIC)	E311491
Luminaire Fittings	Galvanized steel poles 12 ft (3.7 m) or less for: • Poles for Mirtran™ luminaire mounting • Rooftop poles • Special applications	E132445
Luminaire Pole in Excess of 12 ft (3.7 m)	Galvanized steel poles greater than 12 ft (3.7 m) for: • Light-Structure System™ luminaire mounting • Sportspole™ structure or mounting system and special applications	E325078

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Safety: **UL Product Certification**

UL Category	Covers	UL Number
Devices, Scaffolding	Service platforms for: • Light-Structure System™ luminaires and remote ballast assemblies • SportsCluster® System luminaires and remote ballast assemblies	SA7004
Lightning Conductors, Air Terminals, and Fittings	• Light-Structure System™ pole structure concrete base	E337467
Light-Emitting-Diode Surface-Mounted Luminaires	• LED luminaires and driver assemblies • LED auxiliary luminaires	E338094

A copy of the UL Certificate of Compliance is available upon your request.

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Manufacturer's Certification of Enhanced Corrosion Protection for Light-Structure System™ and SportsCluster® Lighting Systems

Environmental conditions in corrosive environments such as coastal regions may accelerate the corrosion rate of equipment. Careful selection of materials and coatings can provide protection in these corrosive environments.

Musco conducted over 150,000 hours of testing to study the effects of highly corrosive environments. Salt spray testing of aluminium components was conducted per ASTM B117 at an independent laboratory and Musco's in-house test chamber to evaluate various selections of alloys and coatings. All salt spray testing was conducted to minimum 3000 hours duration. Evaluation of various installation sites was also conducted to study actual field conditions.

The results of Musco's research and development allowed selection of materials and coatings that significantly outperform the control sample, representing typical materials in the lighting industry.

The following standard corrosion protection is provided on your equipment:

All exposed components are constructed of corrosion-resistant material and/or coated to protect against corrosion. All exposed carbon steel is hot-dip galvanised, meeting ASTM A123 and ISO/EN 1461. All exposed aluminium is powder coated with high-performance polyester or anodised. All exterior reflective inserts are anodised, coated with a clear, high-gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners are stainless steel, passivated, and coated with an aluminium based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Alternately, for hardware in non-stressed applications, an electroless nickel coating meeting ASTM B733 may be used. Pole strapping used to mount certain equipment to light poles is annealed stainless steel (grade 304) and passivated. Certain structural fasteners are carbon steel, galvanised meeting ASTM A153 and ISO/EN 1461 (for hot-dip galvanising), or ASTM B695 (for mechanical galvanising). This corrosion protection package only applies to equipment manufactured by Musco.

In addition, these enhanced corrosion protection features are provided to address the specific challenges of your corrosive environment:

Poletop Luminaire Crossarm Assembly is constructed of carbon steel and hot dip galvanised per ASTM A123. A proprietary galvanisation process ensures minimum 5 mil (125 µm) average thickness.

Exposed Die Cast Aluminium components are constructed of low copper aluminium alloy, type II anodised per MIL-STD-8625, and sealed with proprietary coating before application of high performance polyester powder coating.

Exposed Extruded Aluminium components are constructed of low copper aluminium alloy, type II anodised per MIL-STD-8625, and coated with high performance polyester powder coating.

Musco Sports Lighting, LLC

Tony Benson
Executive Director of Engineering

2011, 2025 Musco Sports Lighting, LLC · M-1880-en01-6

Palmetto Electric Inc.
1150 W MOODY BLVD STE 101
Bunnell, FL 32110-6941
EC0003177

QUOTE

Date	Quote#
3/3/2026	11617

CUSTOMER NAME & ADDRESS
City of Palm Coast Accounts Payable 160 Lake Avenue, Suite 214 Palm Coast, FL 32164

Ship To
Indian Trails Sports Complex Palm Coast

P.O. No.	Terms	Due Date	Job Address	Project/Job
Eric gebo		3/3/2026	ITMS(ITSC)	

Description	Qty	Quote total
Provide material and labor to perform the following: Install new 480v, 400 amp, 3 phase service for feed new MUSCO lighting for Fields 6, 7, and 8 at ITSC(ITMS). This to include the following: Electrical Permit Fees Conduit and wiring for new Musco lighting, including connection to Musco pole mount cabinets. Conduit and wiring for new service from FPL transformer near school chillers. Equipment rack located near storage shed at fields as per site mtg. Installation of Musco Control cabinet. Note: Concrete removal and repair as needed by CoPC FPL fees, if any,NOT included. Installation of Musco pole and lights by others. Dewatering, if required, NOT included. We also accept Visa & Mastercard	1	119,494.00

Quote Total $119,494.00

This quote is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforseen problems or adverse weather conditions arise after the work has started. This Quoted price shall remain in effect for a period of 30 days from the date of acceptance. Any work required under this proposal after this date is not covered within the scope of this proposal. We accept Cash, Check, Money Order, Visa, MasterCard, Discover & American Express. Invoices are due within stated terms or late fees may be applied.

Signature _____

Web Site	E-mail	Fax #	Phone #
www.palmettoelectricinc.com	mail@palmettoelectricinc.com	386-437-3079	386-437-3068

City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026 **Agenda Item:** G.9

Department UTILITY **Division** UTILITY CAPITAL CME	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX APPROVING THE FISCAL SUSTAINABILITY PLAN FOR WASTEWATER TREATMENT FACILITY 2 EXPANSION

Presenter: **Brian Roche, Director of Utility**

Attachments:

1. Resolution
2. Fiscal Sustainability Plan

Background:

City Council approved the State Revolving Fund Loan agreement before construction of the Wastewater Treatment Facility 2 (WWTF2) expansion. The Water Resources Reform and Development Act (WRRDA) was signed into law on June 10, 2014. Included, in its provisions, are amendments to Titles I, II, V and VI of the Federal Water Pollution Control Act (FWPCA).

The amendments to the FWPCA require all publicly owned treatment works projects funded with a Clean Water State Revolving Loan Fund (CWSRF) loan require the borrower to have a Fiscal Sustainability Plan (FSP) in place by project completion and the final reimbursement request. This report is intended to address the requirements of the WRRDA. Section 603(d) (1) of the FWPCA requires a loan recipient to certify regarding the development and implementation of an FSP.

A FSP is a living document that is regularly reviewed, revised, expanded, and implemented as an integral part of the operation and management of the system. This FSP is prepared for WWTF2 and describes how the Utility will manage their infrastructure assets. The City's original FSP was prepared in 2018 when the first phase of WWTF2 with a treatment capacity of 2.0 million gallons a day (MGD) was completed. The FSP is updated to include the critical assets for the second phase of the WWTF2 – the expansion from 2.0 MGD to 4.0 MGD in 2026. The expansion was funded by SRF with an amount of $ 32,115,100.00 (SRF WW180431).

This FSP is prepared to provide guidance on the maintenance, repair, and replacement of the critical assets associated with the three projects. The benefits of establishing Fiscal Sustainability Plan include:

- Expanding asset life and establishing efficient and focused operations and maintenance.
- Meeting consumer demands while maintaining system sustainability.
- Rates based on operational and financial planning.

- Budgeting focused on components critical to sustaining performance.
- Adhering to service expectations and regulatory requirements.
- Improving emergency responses.
- Improving security.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING THE FISCAL SUSTAINABILITY PLAN FOR WASTEWATER TREATMENT FACILITY 2 EXPANSION

RESOLUTION 2026-
WASTEWATER TREATMENT FACILITY 2
STATE REVOLVING FUND FISCAL SUSTAINABILITY PLAN

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE FISCAL SUSTAINABILITY PLAN FOR WASTEWATER TREATMENT PLANT 2; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection, Clean Water State Revolving Fund requested the City of Palm Coast prepare and adopt a Fiscal Sustainability Plan; and

WHEREAS, the City of Palm Coast prepared a Fiscal Sustainability Plan in accordance with the Florida State Revolving Loan agreement; and

WHEREAS, the State of Florida is requiring the adoption of the approved Fiscal Sustainability Plan by the City Council; and

WHEREAS, the City Council, after due consideration, has determined that the amendment for the State Revolving Fund is in the best interests of 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 findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF PLAN. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Wastewater Treatment Facility 2 Fiscal Sustainability Plan, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 19th 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

Attachment: Exhibit “A” City of Palm Coast WWTF #2 Fiscal Sustainability Plan

City of Palm Coast WWTF No. 2 Fiscal Sustainability Plan

Prepared for:

City of Palm Coast WWTF No.2

Palm Coast, Florida

Flagler County

Prepared by:

CPH Consulting, LLC.

CPH Job #: P61286

Date Updated:

March 10, 2026

Table of Contents

1. Executive Summary 3

2. Introduction 5

2.1 Mission Statement 5

2.2 Asset Management Team 6

3. Facility Overview 7

4. Level of Service Agreement 23

5. Critical Assets 24

6. Operation and Maintenance Strategy 36

6.1 Preventative Maintenance 36

6.2 Emergency / Reactive Maintenance 37

6.3 Deferred Maintenance 37

7. Capital Improvement Program 38

8. Financial Management Strategy 39

9. Action Plan 39

List of Tables

Table 1: City of Palm Coast WWTF No. 2 Asset Management Team 6
Table 2: WWTF No. 2 SRF Funded Facility General Information 10
Table 3: WWTF No. 2 Major Components 10
Table 4: Palm Coast WWTF #2 Major Public Access Reuse Users 21
Table 5:WWTF No. 2 Critical Asset List 25

List of Figures

Figure 1: Asset Management Cycle 3
Figure 2: City of Palm Coast WWTF No.2 Organization Chart 6
Figure 3: City of Palm Coast WWTF No. 2 Plant Process Schematic 8
Figure 4: WWTF No. 2 Service Area 9

1. Executive Summary

A Fiscal Sustainability Plan (FSP) is a living document that is regularly reviewed, revised, expanded, and implemented as an integral part of the operation and management of the system. This FSP is prepared for the City of Palm Coast Wastewater Treatment Facility No.2 (WWTF No. 2) and describes how the Utility will manage their infrastructure assets. The City's original FSP was prepared in 2018 when the first phase of WWTF No.2 with a treatment capacity of 2.0 million gallons a day (MGD) was completed.

The City's FSP describes the practices developed to assist in maintaining the desired level of service at the lowest life cycle cost, as illustrated in **Figure 1.** The FSP is enforced through an asset management team and recorded in the asset management plan. The original FSP included the critical assets associated with the following three projects:

1. Matanzas Woods Force Main and Pump Station
2. WWTF No. 2 first phase (2.0 MGD)
3. Reclaimed Water Wetland Discharge System

The Florida Department of Environmental Protection (FDEP) provided a Clean Water State Revolving Fund (SRF WW180430) loan of $30,100,000.00 to fund the above three projects.

The FSP is updated to include the critical assets for the second phase of the WWTF No.2 – the expansion from 2.0 MGD to 4.0 MGD in 2026. The expansion was funded by SRF with an amount of $ 32,115,100.00 (SRF WW180431).

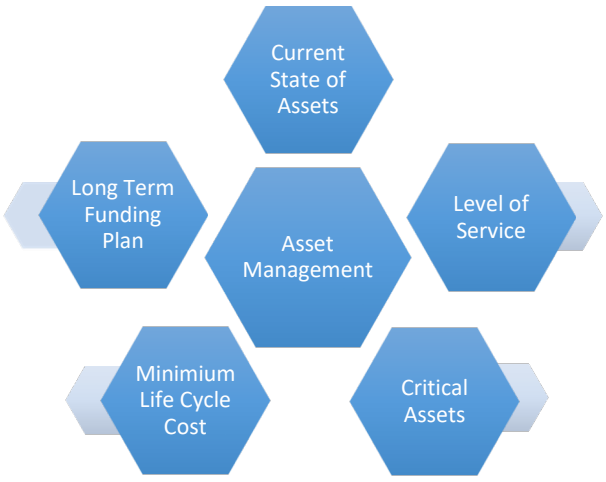

Figure 1: Asset Management Cycle

This FSP is prepared to provide guidance on the maintenance, repair, and replacement of the critical assets associated with the three projects. The benefits of establishing Fiscal Sustainability Plan include:

- Expanding asset life and establishing efficient and focused operations and maintenance.
- Meeting consumer demands while maintaining system sustainability.
- Rates based on operational and financial planning.
- Budgeting focused on components critical to sustaining performance.
- Adhering to service expectations and regulatory requirements.
- Improving emergency responses.
- Improving security.

2. Introduction

The first phase of Palm Coast WWTF No. 2 and the associated force main and reclaimed water wetland discharge system were funded by a SRF loan of $30,100,000.00 and are put into operation in 2018. The original facility consists of three projects:

1. Matanzas Woods Force Main and Pump Station
2. WWTF No. 2 – 2.0 MGD
3. Reclaimed Water Wetland Discharge System

The second phase of Palm Coast WWTF No. 2 – expansion from 2.0 MGD to 4.0 MGD was funded by a SRF loan of 32,115,100.00 and are put into operation in 2026. The expansion included the following two major components:

1. WWTF No.2 expansion from 2.0 MGD to 4.0 MGD
2. Membrane replacement for the original phase

This FSP describes how the Utility will manage their infrastructure assets. As a result of customer service and regulatory demands, utilities are required to actively manage wastewater assets through careful maintenance, repair and replacement decisions. This plan is an effective tool for combining technical, management, and financial practices to ensure that the level of service required by the community is provided at the appropriate cost. The plan has the following purposes:

- To demonstrate responsible management of the WWTF No. 2 assets
- To communicate and justify funding requirements indicated by the plan
- To provide a management roadmap for the Utility
- To serve as a link between the City of Palm Coast WWTF No. 2 and its customers

This FSP contains an overview of the Utility, mission statement, level of service agreement, critical asset list, operation and maintenance strategy, capital investment program, and financial strategies.

2.1 Mission Statement

The mission statement defines the goals of the City of Palm Coast WWTF No. 2 and is the guide for level of service agreements discussed in **Section 4**. The City of Palm Coast WWTF No. 2 mission statement is as follows:

We commit to improving and maintaining the public health protection and performance of our wastewater plant and distribution/collection utility assets, while minimizing the long-term cost of operating those assets. We strive to make the most cost-effective renewal and replacement investments and provide the highest-quality customer service possible.

2.2 Asset Management Team

Figure 2 presents the management organization chart of WWTF No.2. The City of Palm Coast WWTF No. 2 has enough full-time equivalents (FTEs) staff who perform day-to-day functions to keep the WWTF No. 2 functioning properly. Together, these individuals have volunteered as members of the "the asset management team". The team is responsible for preparing, implementing, and updating this plan. The asset management team is responsible for coordinating such involvement in the developing and implementing this plan. More specific roles and responsibilities are listed in **Table *1*.**

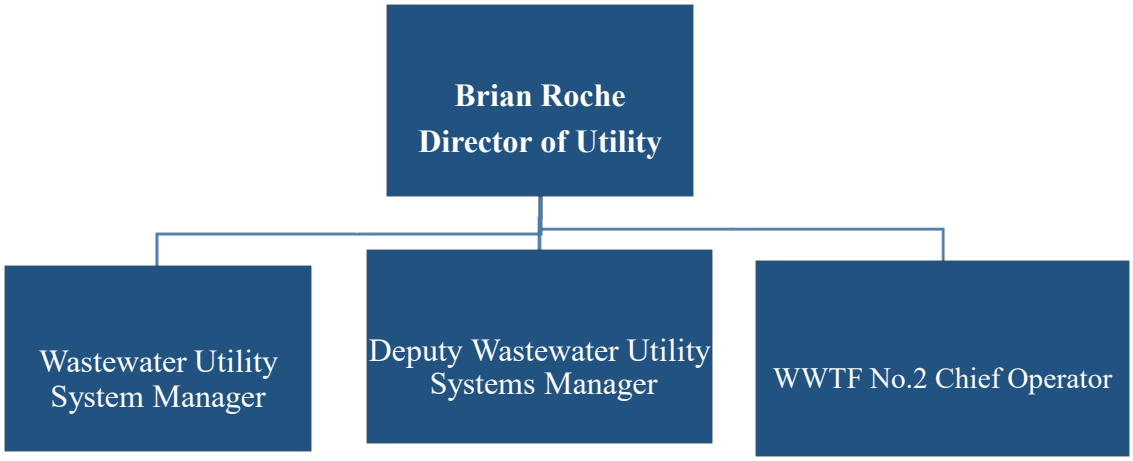

Figure 2: City of Palm Coast WWTF No.2 Organization Chart

Table 1: City of Palm Coast WWTF No. 2 Asset Management Team

Name	Title	Organization	Role/Responsibility
Danny Ashburn	Wastewater Utility System Manager	City of Palm Coast	Facility Manager
Patrick Henderson	Deputy Wastewater Utility Systems Manager	City of Palm Coast	Deputy Facility Manager
Mike Baldwin	WWTF No.2 Chief Operator	City of Palm Coast	Project Coordinator

3. Facility Overview

The wastewater collection system for the WWTF No.2 includes approximately 1,035 linear feet of 18-inch force main, 3,465 linear feet of 16-inch force main along Matanzas Woods Pkwy and US 1, and a triplex submersible pump station on Matanzas Woods Pkwy, and approximately 1,760 linear feet of 20" wastewater force main on Peavy Grade to the plant entrance.

Palm Coast's WWTF No. 2 is located at 400 Peavy Grade, Palm Coast and has a permitted capacity of 4.0 MGD annual average daily flow (AADF) with the expansion completed. The Facility's process schematic is presented in **Figure 3**. The Facility meets all Class I Reliability and Advanced Wastewater Treatment (AWT) standards using a flat sheet Membrane Bio-Reactor (MBR) consisting of the following treatment process:

- Headworks
- Flow Equalization Basins
- Anaerobic Basins
- Pre-Anoxic Basins
- Aerobic Basins
- Post-Anoxic Basins
- MBR Basins
- Chlorine Contact Chambers
- Sludge Holding Tanks
- Sludge Dewatering Facility
- Chemical Storage and Feed System
- Reclaimed Water Storage and Distribution System

The reclaimed water wetland discharge system consists of approximately 7,865-ft of new 18" reclaimed water main, 160-ft of new 16" reclaimed water main, and 1,900-ft of new 10" reclaimed water main. Additionally, the new pipeline includes directional drill construction of approximately 50-ft of 12" PE pipeline and 1,550-ft of 20" PE pipeline. A dechlorination facility is constructed to ensure the reclaimed water is dechlorinated before discharging to Hulett Swamp.

The map in **Figure 4** presents the Facility service area. Areas near Facility that are currently outside the City limits but within the wastewater service area are prime areas for future development. In the event that this development occurs, it is likely that the wastewater flows will be conveyed to WWTF No. 2 for treatment. **Table 2** and **Table 3** present general information, as well as, treatment components relevant to WWTF No. 2.

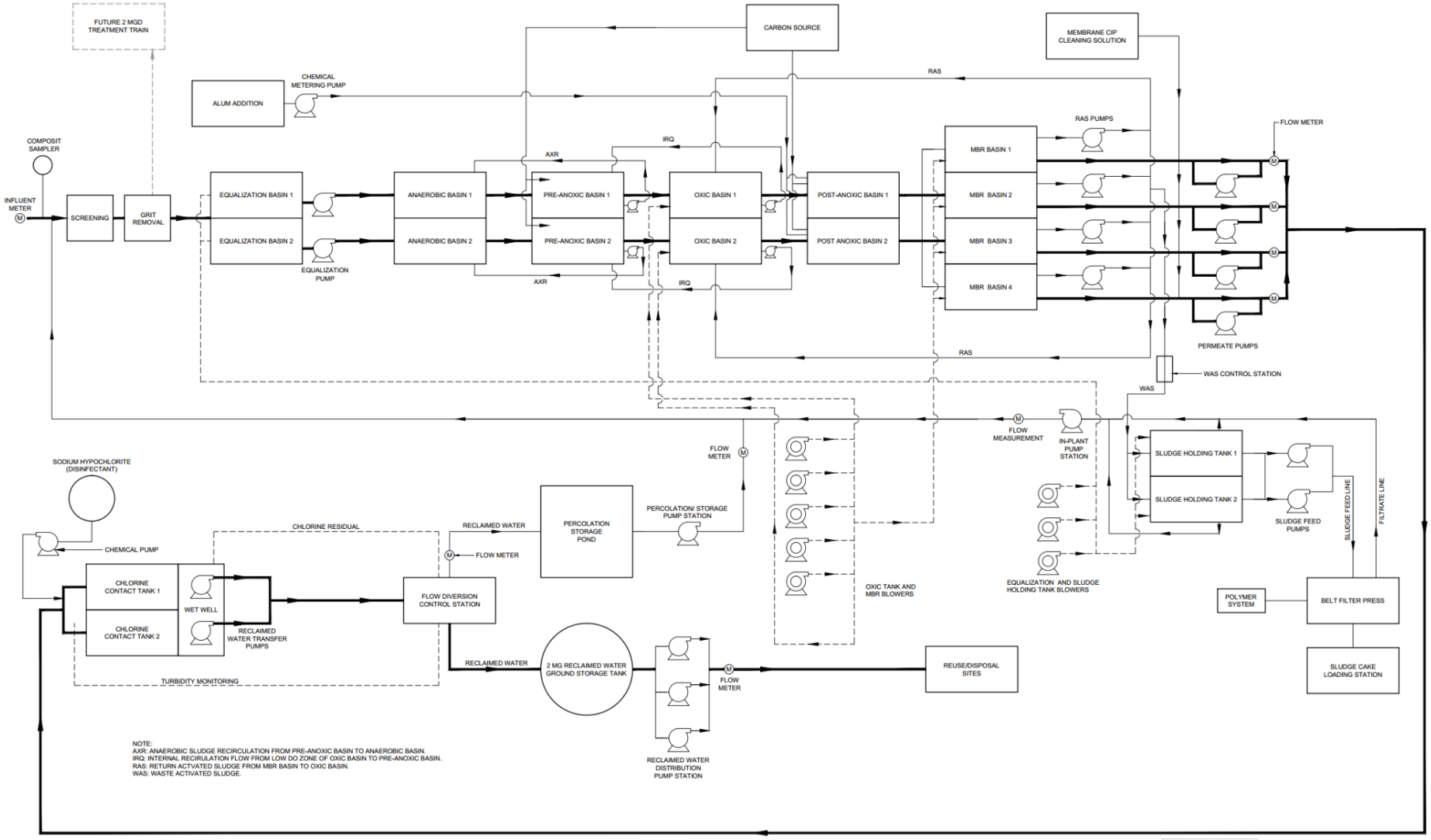

Figure 3: City of Palm Coast WWTF No. 2 Plant Process Schematic

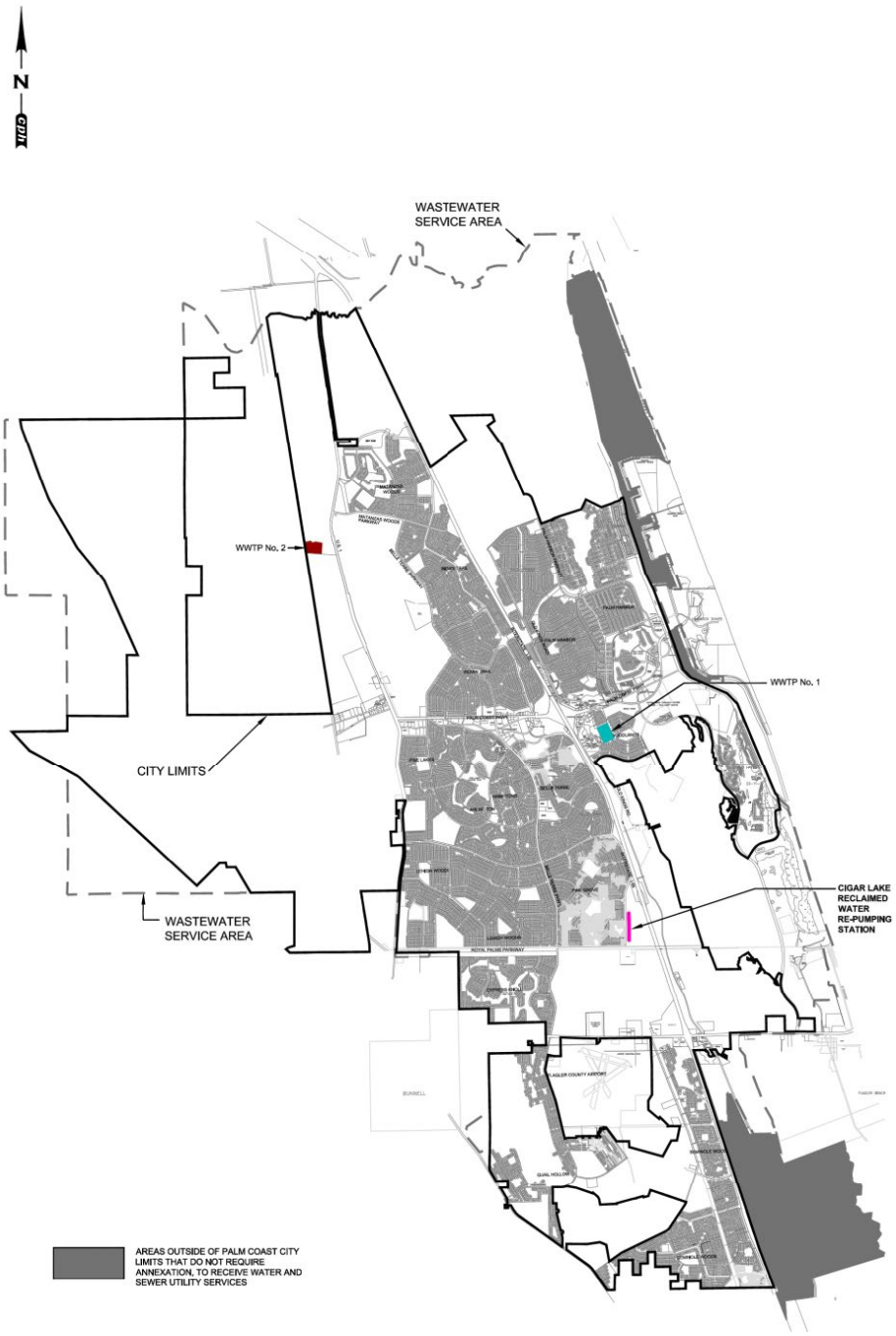

Figure 4: WWTF No. 2 Service Area

Table 2: WWTF No. 2 SRF Funded Facility General Information

Collection System	Matanzas Wood Pump Station and Force Main
Process for Treatment	Membrane Bio-Reactor (MBR)
Treatment Capacity	4.0, MGD, AADF
Discharge /Reuse Capacity	1.2 MGD, AADF APRICOT Surface Water (Wetland) Discharge; 7.8 MGD, AADF Reuse
Treatment Level Obtained	Advanced Wastewater Treatment (AWT) Standards

Table 3: WWTF No. 2 Major Components

Matanzas Woods Force Main and Pump Station (Phase 1)			
Matanzas Woods PKWY force main	LF	4,700	
Matanzas Woods Pump Station		Submersible, Triplex Pump Station	
Pump Design		1,820 gpm @ 106' TDH 2,100 gpm @ 69' TDH	
Type Of Pump Drive		Variable Frequency Drive (VFD)	
Pretreatment			
Screen			
		Phase 1	Phase 2
Type Of Screen (Fine)		Rotary Drum Screen	Rotary Drum Screen
Number Of Screens		1 duty , 1 standby	1 duty
Screen Capacity, Each	mgd	7.5	7.5
Motor Horsepower Of Drum Screen	HP	2	2
Number Of Screening Conveyor		1	1

Motor Horsepower Of Screen Conveyor	HP	3	3
Number Of Wash Press		1	1
Horsepower Of Wash Press	HP	3	3
Grit Removal			
		Phase 1	Phase 2
Type Of Grit Removal		Vortex Type	Vortex Type
Number Of Grit Removal System		1	1
Number Of PD Blower		1	1
Motor Horsepower Of PD Blower	HP	3	3
Number Regenerative Blower		1	1
Motor Horsepower Of Regenerative Blower	HP	3	4
Number Of Grit Classifier		1	
Motor Horsepower Of Grit Classifier	HP	0.5	
Odor Control			
		Phase 1	Phase 2
Type Of Odor Control System			BioAir
Number of biofilter vessel			1
Average Influent H_2S Concentration	ppm		400
Maximum Influent H_2S Concentration	ppm		800
Average Influent Methyl Mercaptan (MM) Concentration	ppm		5
Maximum Influent Methyl Mercaptan (MM) Concentration	ppm		7
Design Removal Efficiency	%		H_2S (avg): 99.5% or < 0.1 ppmv; MM (avg): 90% or < 0.5 ppmv
Number of Blowers			1

Motor Horsepower	HP		5
Equalization Tanks			
		Phase 1	Phase 2
Number Of Tanks		2	2
Total Volume	gals	505,230	505,230
Design Volume Per Tank	gals	252,600	252,600
Effective Volume Per Tank	gals	200,000	200,000
Max SWD	ft	19	19
Min SWD	ft	4	4
Tank Height	ft	20.5	20.5
Length/Width Per Tank (Inside)	ft x ft	45 x 39.5	45 x 39.5
Type Of Aeration Equipment		Coarse bubble diffuser	Coarse bubble diffuser
Number Of Diffusers Each Tank		16	16
Required Air In Each Tank	cfm	333	333
Number Of EQ Blower		1 duty	Share with Phase 1 blower
EQ Blower Operation Horsepower	HP	25	
Blower Model		GM 025S-00	
Number Of EQ Pumps		2 duty, 2 standby	2 duty, 2 standby
Type Of EQ Pump Drive		VFD	VFD
Type Of EQ Pump		Non-clog centrifugal type	Non-clog centrifugal type
Capacity Of Each EQ Pump	gpm	1,085	1,085
EQ Pump Motor Horsepower	HP	15	15
Number Of Mixer Per Tank		1	1
Type Of Mixer		Submersible propeller	Submersible propeller

Horsepower Of Each Mixer	HP	10	6.2
Anaerobic Tanks			
		Phase 1	Phase 2
Number Of Tanks		2	2
Maximum SWD	ft	18.63	18.63
Tank Height	ft	20.5	20.5
Length/Width Per Tank (Inside)	ft x ft	24 x 13	24 x 13
Total Anaerobic Tank Volume	gals	86,000	86,000
Volume Of Each Tank	gals	43,000	43,000
Type Of Mixer		Submersible Propeller	Submersible Propeller
Number Of Mixer Per Tank		1	1
Motor Horsepower Of Each Mixer	HP	2.7	3.5
Pre-Anoxic Tanks			
		Phase 1	Phase 2
Number Of Tanks	--	2	2
Maximum SWD	ft	18.63	18.63
Tank Height	ft	20.5	20.5
Length/Width Per Tank (Inside)	ft x ft	24 x 25.5	24 x 25.5
Total Volume	gals	170,554	170,554
Volume Of Each Tank	gals	85,277	85,277
Type Of Mixer		Submersible Propeller	Submersible Propeller
Number Of Mixers Per Tank		1	1
Motor Horsepower Of Each Mixer	HP	8	3.5
Type Of Anoxic-To-Anaerobic Recycle Pumps (AXR Pumps)		Non-clog centrifugal type	Non-clog centrifugal type
Capacity Of Each AXR Pump	gpm	1,085	1,085

Number Of AXR Pumps		2 duty, 2 standby	2 duty, 2 standby
Horsepower Of Each AXR Pump	HP	25	15
Type Of Pump Drive		VFD	VFD)
Oxic Tanks			
		Phase 1	Phase 2
Number Of Tanks		2	2
Maximum SWD	ft	17.79	17.79
Tank Height	ft	20.5	20.5
Length/Width Per Tank (Inside)	ft x ft	41 x 39.5	41 x 39.5
Total Tank Volume (Low DO Zone Included)	gals	431,000	431,000
Volume Of Each Tank	gals	215,500	215,500
Type Of Air Diffusers		Aerostrip Fine Bubble Diffuser Panel	Sanitare 7" Silver Series Membrane Diffuser
Number Of Diffusers Per Tank		33	988
Type Of Aeration Blower		Positive Displacement Blowers	Positive Displacement Blowers
Number Of Blowers		2 duty, 1 common standby with MBR	2 duty, 1 common standby with MBR
Motor Horsepower Of Each Blower	HP	100	125
Type Of Nitrification Mixer		Submersible Propeller	Submersible Propeller
Number Of Mixers		2 (1 per basin)	2 (1 per basin)
Horsepower Of Each Mixer	HP	10	6.3
Low-DO Zone in Oxic Tank			
		Phase 1	Phase 2

Total Design Volume Of Low-DO Zone	gals	25,000	25,000
Volume Of Each Low DO Zone	gals	12,500	12,500
Length/Width Per Low DO Zone	ft x ft	11 x 10	11 x 10
Maximum SWD In Low DO Zone	ft	17.2	17.2
Type Of Internal Recycle Pump		Non-clog centrifugal type	Non-clog centrifugal type
Recycle Flow Rate To Pre-Anoxic Tanks	gpm	4,862 to 6,000	4,862 to 6,000
Number Of Internal Recycle Pumps		2 duty, 2 standby	2 duty, 2 standby
Capacity Of Each IRQ Pump	gpm	3,038	3,038
Motor Horsepower Of Each IRQ Pump	HP	50	25
Type Of IRQ Pump Drive		VFD	VFD
Post-Anoxic Tanks			
		Phase 1	Phase 2
Number Of Tanks		2	2
Maximum SWD	ft	16.72	16.72
Tank Height	ft	20.5	20.5
Length/Width Per Tank	ft x ft	13.25 x 39.5	13.25 x 39.5
Total Design Tank Volume	gals	121,508	121,508
Volume Of Each Tank	gals	60,754	60,754
Type Mixer		Submersible Propeller	Submersible Propeller
Number Of Mixer Per Tank		1	1
Motor Horsepower Of Each Mixer		8	3.5
Number of Scum Pumps		2	2
Motor Horsepower of Each Pump	HP	7.5	7.5
MBR Tanks			
		Phase 1	Phase 2

Number Of Tanks		4	4
Total Volume Of MBR Tank	gals	147,444	280,545
Volume Of Each Tank	gals	51,323	70,136
Number Of Membrane Cassettes Per Tank		10	10
Length/Width Per Tank	ft x ft	32.9 x 19	32.9 x 19
Tank Height	ft	12	16
Maximum SWD	ft	11	15
Design MLSS Concentration	mg/L	10,485	11,000
Type And Brand Of Membrane Cassette		SP450	SP675-A
Number Of Membrane Cassettes		36 (9 cassettes per tank)	40 (12 cassettes per tank)
Total Membrane Surface Area	ft^2	206,667	174,375
Type Of Blower		PD Blower	PD Blower
Number Of Blowers		2 duty, 1 common standby with oxic tank	2 duty, 1 common standby with oxic tank
Motor Horsepower Of Blower	HP	100	100
Returned Activated Sludge Pumps		Non-clog centrifugal type	Non-clog centrifugal type
Number Of RAS Pumps		4 duty	4 duty
Capacity Of Each RAS Pump	gpm	2,170	2,606
Motor Horsepower Of Each RAS Pump		25	25
Type Of Pump Drive		VFD	VFD
Type Of Permeate Pump		Non-clog centrifugal type	Non-clog centrifugal type
Number Of Permeate Pumps		4	4
Motor Horsepower Of Each Permeate Pump	HP	20	10
Capacity Of Each Permeate Pump	gpm	965	965

Type Of Permeate Pump Drive		Constant Speed	Constant Speed
Type Of Permeate Flow Control Valves		Modulating butterfly valve	Modulating butterfly valve
Type Of Permeate Flow Meters		Magnetic flow meter	Magnetic flow meter
Chlorine Contact Tanks			
		Phase 1	Phase 2
Chlorine Doses	mg/L	5	5
Contact Time At Peak Flow	minutes	12.5	12.5
Chlorine Residual	mg/L	2	2
Number Of Tanks		2	2
Total Effective Tank Volume	gal	44,318	44,318
Effective Volume Of Each Tank	gal	22,159	22,159
Maximum SWD	ft	6	6
Tank Height	ft	8	8
Number Of Channels In Each Chamber		3	3
Width Of Each Channel	ft	4.22	4.22
Length Of Each Channel	ft	39	39
Transfer Pumps			
		Train 1	Train 2
Type Of Transfer Pumps		Vertical Turbine	Vertical Turbine
Number Of Pumps		1 duty 1 standby	1 duty
Motor Horsepower Of Transfer Pump	HP	40	40
Type Of Drive		VFD	VFD
Capacity Of Each Pump	gpm	2,100	2,100
TDH	ft	45	45

Reclaimed Water Distribution Pump Station				
Pump Capacity, Gpm	**Number Of Pump**	**Type**	**Motor Horsepower, HP**	
1,750	5 (4 Duty, 1 Standby)	Vertical Turbine, VFD	125	3 installed Phase 1; 2 installed Phase 2
500	1	Vertical Turbine, VFD	50	Phase 1
200	1	Vertical Turbine, VFD	30	Phase 1

Waste Sludge Holding Tanks			
		Phase 1	Phase 2
Number Of Tanks		2	2
Total Volume Of Tank	gals	245,000	245,000
Volume Of Each Tank	gals	122,500	122,500
Length X Width Per Tank	ft x ft	35 x 33	35 x 33
Maximum SWD	ft	14	14
Height Of The Tank	ft	16	16
Number Of Mixer Per Tank		1	1
Type Of Mixer		Submersible propeller	Submersible propeller
Horsepower Of Each Mixer		7.5	7.5
Type Of Aeration Equipment		Coarse bubble diffuser	Coarse bubble diffuser
Number Of Diffusers Each Tank		28	28
Air Required In Each Tank	cfm	491	491
Number Of Blowers		2 duty	2 Duty
Type Of Blower		PD	PD
Motor Horsepower Of Each Blower	HP	40	40

Chemical Feed Systems			
Alum Feed System			
		Phase 1	Phase 2
Type Of Alum Feed Pump		Duplex Hydraulically Actuated Diaphragm Metering Pump	Duplex Hydraulically Actuated Diaphragm Metering Pump
Design Dosing Rate	gph	6.0	6.0
Capacity Per Pump	gph	15	15
Motor Horsepower Of Each Pump	HP	1	1
Number Of Pumps		1 duty, 1 standby	1 duty, 1 standby
Micro Cg Feed System			
		Phase 1	Phase 2
Type Of Micro Cg Pump		Triplex Skid Hydraulically Actuated Diaphragm Metering Pump	Triplex Skid Hydraulically Actuated Diaphragm Metering Pump
Design Dosing Rate	gph	22.7	22.7
Capacity Per Pump	gph	0.8-40	0.8-40
Motor Horsepower Of Each Pump	HP	1	1
Number Of Pumps		2 duty , 1 standby	2 duty, 1 standby
Sodium Hypochlorite Feed System			
		Phase 1	Phase 2
Type Of Sodium Hypochlorite Pump		Hydraulically Actuated Diaphragm Metering Pump	Hydraulically Actuated Diaphragm Metering Pump

Design Dosing Rate	gph	3.48	3.48
Capacity Per Pump	gph	0.3-15	0.3-15
Motor Horsepower Of Each Pump	HP	1	1
Number Of Pumps		1 duty, 1 standby	1 duty added to the existing skid
Sludge Dewatering Facilities			
Number Of Sludge Feed Pumps	--	2 (1 duty, 1 standby)	NA
Type Of Sludge Feed Pump		Progressive Cavity	NA
Horsepower Of Each Sludge Feed Pump	HP	13.2	NA
Sludge Feed Pump Control		VFD	NA
Capacity Each Sludge Pump	gpm	200	NA
Number Of Belt Filter Press		1	NA
Belt Width	meter	2	NA
Motor Horsepower Of BFP Drive	HP	3	NA
Dry Solids Handling Capacity Of BFP	lbs/hr	1,200	NA
Type Of Sludge Cake Pump		Progressive Cavity	NA
Capacity Of Sludge Cake Pump	gpm	12	NA
Number Of Sludge Cake Pump		1	NA
Horsepower Of Sludge Cake Pump	HP	20	NA
Number Of Polymer Feed Pump		2	NA
Capacity Of Polymer Feed Pump	gph	0.04~2.15	NA
Motor Horsepower Of Polymer Feed Pump	HP	1	NA
Volume Of Polymer Storage Tank	gallons	1,000	NA
Number Of Wash Water Booster Pumps		1	NA
Motor Horsepower Of Each Wash Water Booster Pump	HP	5	NA

Capacity Of Each Wash Water Booster Pump	gpm	120	NA
Wetland Discharge System and Dechlorination Facility			
Wetland Discharge Piping	LF	11,000	NA
Number Of Chemical Feed Pumps	--	2 (1 duty, 1 standby)	NA
Type Of Chemical Feed Pump		Hydraulically Actuated Diaphragm Metering Pump	NA
Horsepower Of Each Chemical Feed Pump	HP	13.2	NA
Chemical Feed Pump Control		VFD	NA
Capacity Each Chemical Feed Pump	gph	5.5	NA

The reclaimed water is mainly used as public access reuse. **Table 4** contains a list of the major permitted reuse users. Should there be a decrease in reuse demand and/or during wet weather, the Facility is permitted to discharge their reclaimed water to Hulett Swamp through the APRICOT Act. The permitted discharge flow is 0.6 MGD, AADF.

Table 4: Palm Coast WWTF #2 Major Public Access Reuse Users

Site No.	User Name	User Type	Acreage	Capacity (MGD)
1	Palm Coast West N-010	Residential Developments	118	0.41
2	Palm Coast West N-020	Residential Developments	4	0.01
3	Palm Coast West N-030	Business, Commercial, and Industrial Parks	18.1	0.06
4	Palm Coast West N-040	Business, Commercial, and Industrial Parks	9.2	0.03
5	Palm Coast West N-050	Residential Developments	8.8	0.03
6	Palm Coast West N-060	Residential	27.7	0.10

		Developments		
7	Palm Coast West N-070	Other Landscape Irrigation	28.8	0.10
8	Palm Coast West N-080	General Service Area	56.7	0.15
9	Future Development West of the Railroad	Residential Developments	424	1.15
10	Palm Coast West N-Sawmill Creek Course	Golf Courses	110.7	0.34
11	Rayonier Property	Other Landscape Irrigation	787	2.14
12	Old Brick	Residential Developments	527	1.43
13	Three Lakes	Residential Developments	580	1.58
14	US Highway 1 (Landscaped area)	Other Landscape Irrigation	76.3	0.27
R-003 CAPACITY =			**2776.3**	**7.80**

4. Level of Service Agreement

The goal of the City of Palm Coast WWTF No. 2 is to confirm wastewater is treated effectively and efficiently by providing services that meet or exceed customer expectations and comply with federal and local regulations. The levels of service (LOS) determine the amount of funding that is required to maintain, renew and upgrade the water infrastructure to provide the customers with the levels of service specified. The LOS goals are defined across the service area and the performance targets are defined for each goal as a measure of the LOS goal. Changes to the LOS goals and how the Utility addresses the issues will affect funding requirements and how well the Utility can provide the proper service to the community.

Per the City's Comprehensive Plan, levels of service for wastewater utilities are specified as the following:

A. An average daily flow of 82 gallons per capita per day LOS shall be utilized.
B. A maximum daily flow of 93 gallons per capita per day LOS shall be utilized.
C. The Equivalent Residential Unit (ERU) shall be based on 2.5 persons per ERU.

5. Critical Assets

Certain assets are considered of greater importance in ensuring the effective treatment of wastewater. Therefore, it is essential to identify and prioritize these assets, as well as, to improve practices used for routine operation and maintenance. This process includes reviewing all assets and recording their conditions (likelihood of failure), criticality to the utility (consequence of failure), and redundancy (the number of back-up assets to help support each asset). This will enable the Utility to deliver the level of service described in the previous section.

The asset evaluation for WWTF No. 2 began at the collection system and continued until the point of final discharge. **Table 5** lists assets critical to maintain the performance of the Utility. The FSP ranks the assets by their respective consequence of failure (CoF) to the Plant: minor, moderate, major, and catastrophic. Minor being the least severe and catastrophic being the most. As time progresses, the status of each asset would require re-evaluation.

Table 5:WWTF No. 2 Critical Asset List

Asset Name	Category	Asset Type	Year Originally Installed	Current Condition	CoF	Redundancy	Risk	Replacement Date
Phase 1								
WWTF No. 2 Force Main	Collection	Distribution / Collection Mains	2017	Excellent	Catastrophic	0%	No Immediate Risk	
Mantanzas Woods Master PS	Pumping Facility	Pumping Equipment	2017	Good	Catastrophic	100%	No Immediate Risk	
WWTF No. 2 Influent Meter	Collection	Meters	2017	Good	Major	0%	No Immediate Risk	
In-Plant Pump Station	Pumping Facility	Pumping Equipment	2017	Good	Major	100%	No Immediate Risk	
Rotary Drum Screen	Treatment	Pretreatment	2017	Excellent	Major	100%	No Immediate Risk	Rehabed in 2024
Grit Removal Unit	Treatment	Pretreatment	2017	Good	Moderate	0%	No Immediate Risk	
EQ Tanks	Treatment	Treatment Equipment	2017	Good	Catastrophic	50%	No Immediate Risk	
EQ Tank Mixers	Treatment	Treatment Equipment	2017	Good	Major	50%	No Immediate Risk	
EQ Tank Blowers	Treatment	Aeration Pumping	2017	Good	Major	50%	No Immediate	

Asset Name	Category	Asset Type	Year Originally Installed	Current Condition	CoF	Redundancy	Risk	Replacement Date
		Equipment					Risk	
EQ Tank Coarse Bubble Aeration	Treatment	Aeration System	2017	Good	Major	50%	No Immediate Risk	
EQ Tank Pumps	Treatment	Pumping Equipment	2017	Good	Catastrophic	100%	No Immediate Risk	
Anaerobic Basins	Treatment	Treatment Equipment	2017	Good	Major	50%	No Immediate Risk	
Anaerobic Mixers	Treatment	Treatment Equipment	2017	Good	Minor	50%	No Immediate Risk	
Pre-Anoxic Tanks	Treatment	Treatment Equipment	2017	Good	Catastrophic	50%	No Immediate Risk	
Pre-Anoxic Mixers	Treatment	Treatment Equipment	2017	Good	Major	50%	No Immediate Risk	
AXR Pumps	Treatment	Pumping Equipment	2017	Good	Major	100%	No Immediate Risk	
Oxic Tanks	Treatment	Treatment Equipment	2017	Good	Catastrophic	50%	No Immediate Risk	
Oxic Tank Mixers	Treatment	Treatment Equipment	2017	Good	Major	50%	No Immediate Risk	
Oxic Tank	Treatment	Aeration	2017	Good	Major	50%	No	

Asset Name	Category	Asset Type	Year Originally Installed	Current Condition	CoF	Redundancy	Risk	Replacement Date
Blowers		Pumping Equipment					Immediate Risk	
Oxic Tanks Fine Bubble Aeration	Treatment	Aeration System	2017	Good	Major	50%	No Immediate Risk	
IRQ Pumps	Treatment	Pumping Equipment	2017	Good	Major	100%	No Immediate Risk	
Post-Anoxic Tanks	Treatment	Treatment Equipment	2017	Good	Major	50%	No Immediate Risk	
Post-Anoxic Mixers	Treatment	Aeration Pumping Equipment	2017	Good	Moderate	50%	No Immediate Risk	
MBR Tanks	Treatment	Treatment Equipment	2017	Good	Catastrophic	0%	No Immediate Risk	
MBR Membranes	Treatment	Membranes	2017	Excellent	Major	75%	No Immediate Risk	2026
MBR Tank Blowers	Treatment	Aeration Pumping Equipment	2017	Good	Moderate	50%	No Immediate Risk	
MBR Tank Fine Bubble Aeration System	Treatment	Aeration System	2017	Good	Major	0%	No Immediate Risk	
Permeate Pumps	Treatment	Pumping Equipment	2017	Good	Moderate	50%	No Immediate Risk	

Asset Name	Category	Asset Type	Year Originally Installed	Current Condition	CoF	Redundancy	Risk	Replacement Date
RAS Pumps	Treatment	Pumping Equipment	2017	Good	Moderate	100%	No Immediate Risk	
Permeate Flow Meters	Treatment	Meters	2017	Good	Moderate	0%	No Immediate Risk	
Chlorine Contact Chambers	Treatment	Disinfection Equipment	2017	Good	Major	0%	No Immediate Risk	
RCW Transfer Pumps	Treatment	Pumping Equipment	2017	Good	Major	100%	No Immediate Risk	
Flow Diversion Control Station	Treatment	Other	2017	Good	Major	0%	No Immediate Risk	
2 MG RCW Ground Storage Tank	Storage	Storage	2017	Good	Major	0%	No Immediate Risk	
RCW High Service Pumps	Pumping Facility	Pumping Equipment	2017	Good	Major	100%	No Immediate Risk	
RCW Flow Meter	Treatment	Meters	2017	Good	Moderate	0%	No Immediate Risk	
Reject Flow Meter	Treatment	Meters	2017	Good	Minor	0%	No Immediate Risk	
Percolation Pump Station	Pumping Facility	Pumping Equipment	2017	Good	Minor	0%	No Immediate	

Asset Name	Category	Asset Type	Year Originally Installed	Current Condition	CoF	Redundancy	Risk	Replacement Date
							Risk	
Reject Return Flow Meter	Treatment	Meters	2017	Good	Minor	0%	No Immediate Risk	
Sludge Holding Tanks	Treatment	Digester	2017	Good	Major	50%	No Immediate Risk	
Sludge Holding Tank Mixers	Treatment	Treatment Equipment	2017	Good	Major	50%	No Immediate Risk	
Sludge Holding Tank Blowers	Treatment	Aeration Pumping Equipment	2017	Good	Major	50%	No Immediate Risk	
Sludge Holding Tank Coarse Bubble Aeration System	Treatment	Aeration System	2017	Good	Major	50%	No Immediate Risk	
Supernatant Decanter	Treatment	Digesting	2017	Good	Major	0%	No Immediate Risk	
Sludge Feed Pumps	Treatment	Pumping Equipment	2017	Good	Major	100%	No Immediate Risk	
Belt Filter Press System	Treatment	Solid Waste Handling & Disposal	2017	Good	Major	0%	No Immediate Risk	
Dewatered	Treatment	Solid Waste	2017	Good	Major	0%	No	

Asset Name	Category	Asset Type	Year Originally Installed	Current Condition	CoF	Redundancy	Risk	Replacement Date
Sludge Shaftless Screw Conveyer		Handling & Disposal					Immediate Risk	
Sludge Cake Loading Station	Treatment	Solid Waste Handling & Disposal	2017	Good	Major	0%	No Immediate Risk	
Alum Storage Tanks	Treatment	Chemical Feed	2017	Good	Major	0%	No Immediate Risk	
Micro-C Storage Tanks	Treatment	Chemical Feed	2017	Good	Moderate	50%	No Immediate Risk	
Sodium Hypochlorite Storage	Treatment	Chemical Feed	2017	Good	Major	100%	No Immediate Risk	
Alum Feeding Skid	Treatment	Chemical Feed	2017	Good	Moderate	100%	No Immediate Risk	
Micro-C Feeding	Treatment	Chemical Feed	2017	Good	Major	50%	No Immediate Risk	
Sodium Hypochlorite System	Treatment	Chemical Feed	2017	Good	Major	100%	No Immediate Risk	
Polymer Feed System	Treatment	Chemical Feed	2017	Good	Moderate	100%	No Immediate Risk	
Motor Control	Treatment	Motor Controls /	2017	Good	Catastrophic	100%	No Immediate	

Asset Name	Category	Asset Type	Year Originally Installed	Current Condition	CoF	Redundancy	Risk	Replacement Date
Center		Drives					Risk	
Generator	Treatment	Generators	2017	Good	Moderate	100%	No Immediate Risk	
Dechlorination System	Treatment	Dechlorination	2017	Good	Major	100%	No Immediate Risk	
Wetland Discharge System	Discharge	RCW Wetland Discharge	2017	Good	Moderate	0%	No Immediate Risk	
Phase 2								
Rotary Drum Screen	Treatment	Pretreatment	2025	Excellent	Major	50%	No Immediate Risk	
Grit Removal Unit	Treatment	Pretreatment	2025	Excellent	Moderate	100%	No Immediate Risk	
Odor Control System	Treatment	Pretreatment	??		Major	0%	No Immediate Risk	
EQ Tanks	Treatment	Treatment Equipment	2025	Excellent	Catastrophic	50%	No Immediate Risk	
EQ Tank Mixers	Treatment	Treatment Equipment	2025	Excellent	Major	50%	No Immediate Risk	
EQ Tank Blowers	Treatment	Aeration Pumping Equipment	2025	Excellent	Major	50%	No Immediate Risk	
EQ Tank	Treatment	Aeration	2025	Excellent	Major	50%	No	

Asset Name	Category	Asset Type	Year Originally Installed	Current Condition	CoF	Redundancy	Risk	Replacement Date
Coarse Bubble Aeration		System					Immediate Risk	
EQ Tank Pumps	Treatment	Pumping Equipment	2025	Excellent	Catastrophic	100%	No Immediate Risk	
Anaerobic Basins	Treatment	Treatment Equipment	2025	Excellent	Major	50%	No Immediate Risk	
Anaerobic Mixers	Treatment	Treatment Equipment	2025	Excellent	Minor	50%	No Immediate Risk	
Pre-Anoxic Tanks	Treatment	Treatment Equipment	2025	Excellent	Catastrophic	50%	No Immediate Risk	
Pre-Anoxic Mixers	Treatment	Treatment Equipment	2025	Excellent	Major	50%	No Immediate Risk	
AXR Pumps	Treatment	Pumping Equipment	2025	Excellent	Major	100%	No Immediate Risk	
Oxic Tanks	Treatment	Treatment Equipment	2025	Excellent	Catastrophic	50%	No Immediate Risk	
Oxic Tank Mixers	Treatment	Treatment Equipment	2025	Excellent	Major	50%	No Immediate Risk	
Oxic Tank Blowers	Treatment	Aeration Pumping Equipment	2025	Excellent	Major	50%	No Immediate Risk	

Asset Name	Category	Asset Type	Year Originally Installed	Current Condition	CoF	Redundancy	Risk	Replacement Date
Oxic Tanks Fine Bubble Aeration	Treatment	Aeration System	2025	Excellent	Major	50%	No Immediate Risk	
IRQ Pumps	Treatment	Pumping Equipment	2025	Excellent	Major	100%	No Immediate Risk	
Post-Anoxic Tanks	Treatment	Treatment Equipment	2025	Excellent	Major	50%	No Immediate Risk	
Post-Anoxic Mixers	Treatment	Aeration Pumping Equipment	2025	Excellent	Moderate	50%	No Immediate Risk	
MBR Tanks	Treatment	Treatment Equipment	2025	Excellent	Catastrophic	75%	No Immediate Risk	
MBR Membranes	Treatment	Membranes	2025	Excellent	Major	75%	No Immediate Risk	
MBR Tank Blowers	Treatment	Aeration Pumping Equipment	2025	Excellent	Moderate	50%	No Immediate Risk	
MBR Tank Fine Bubble Aeration System	Treatment	Aeration System	2025	Excellent	Major	0%	No Immediate Risk	
Permeate Pumps	Treatment	Pumping Equipment	2025	Excellent	Moderate	50%	No Immediate Risk	
RAS Pumps	Treatment	Pumping Equipment	2025	Excellent	Moderate	100%	No Immediate	

Asset Name	Category	Asset Type	Year Originally Installed	Current Condition	CoF	Redundancy	Risk	Replacement Date
							Risk	
Permeate Flow Meters	Treatment	Meters	2025	Excellent	Moderate	0%	No Immediate Risk	
Chlorine Contact Chambers	Treatment	Disinfection Equipment	2025	Excellent	Major	0%	No Immediate Risk	
RCW Transfer Pumps	Treatment	Pumping Equipment	2025	Excellent	Major	100%	No Immediate Risk	
Sludge Holding Tanks	Treatment	Digester	2025	Excellent	Major	50%	No Immediate Risk	
Sludge Holding Tank Mixers	Treatment	Treatment Equipment	2025	Excellent	Major	50%	No Immediate Risk	
Sludge Holding Tank Blowers	Treatment	Aeration Pumping Equipment	2025	Excellent	Major	50%	No Immediate Risk	
Sludge Holding Tank Coarse Bubble Aeration System	Treatment	Aeration System	2025	Excellent	Major	50%	No Immediate Risk	
Supernatant Decanter	Treatment	Digesting	2025	Excellent	Major	0%	No Immediate Risk	
Alum	Treatment	Chemical	2025	Excellent	Moderate	50%	No	

Asset Name	Category	Asset Type	Year Originally Installed	Current Condition	CoF	Redundancy	Risk	Replacement Date
Feeding Pumps		Feed					Immediate Risk	
Micro-C Feeding Skid	Treatment	Chemical Feed		Excellent	Major	50%	No Immediate Risk	
Sodium Feeding Pump	Treatment	Chemical Feed		Excellent	Major	50%	No Immediate Risk	
Motor Control Center	Treatment	Motor Controls / Drives		Excellent	Catastrophic	100%	No Immediate Risk	

6. Operation and Maintenance Strategy

Operation and Maintenance (O&M) consist of preventive and emergency/reactive maintenance. The strategy for O&M varies by the asset, criticality, condition and operating history. The maintenance program incorporates the level of service performance objectives to ensure that the Utility is running at a level acceptable to the customer.

Unexpected incidents could require changing the maintenance schedule for some assets. This is because corrective action must be taken in response to unexpected incidents, including those found during routine inspections and O&M activities. Utility staff will record condition assessments when maintenance is performed, at established intervals, or during scheduled inspections. As an asset is repaired or replaced, its condition will improve and therefore can reduce the overall risk of the asset failing. The maintenance strategy will be revisited every year.

6.1 Preventative Maintenance

Preventive maintenance pertains to the day-to-day work necessary to keep assets operating properly, which includes the following:

1. Regular and ongoing annual tasks necessary to keep the assets at their required service level
2. Daily general upkeep designed to keep the assets operating at the required levels of service
3. Tasks that provide for the normal care and attention of the asset including repairs and minor replacements

Preventive maintenance is carried out because of a planned maintenance program, such as regularly scheduled asset repairs, and historically problematic operations. Equipment must be maintained according to manufacturers' recommendations to achieve the maximum return on investment. For each task the recurrence time and recurrence frequency will be identified. Generally, the following tasks are defined:

- Daily tasks
  - Plant walk through
  - Check Matanzas Woods Pump Station
  - Visual inspect the screen and grit removal system
  - Check blowers
  - Check DO probes
  - Check recycle pumps
  - Check belt filter press and conveyor
  - Check the membrane performance
  - Check chemicals utilized and storage areas

- Weekly tasks
  - Check and grease mechanical equipment for screen and grit removal
  - Check chemical storage for availability

- Preventative maintenance to chemical feed pump
- Check scum pump system
- Digester supernatant sampling
- Check generator fuel and oil
- Check available security equipment and emergency response plans

- Monthly tasks

  - Headworks: remove grit and screenings; lube grit conveyor, check / adjust alignment
  - EQ tank: alternate / check the pumps
  - Blowers: alternate blowers; clean intake filters / change as needed
  - Recycling pumps: alternate / check the pumps
  - Sludge pumps: Calculate waste activated sludge
  - Disinfection: preventive maintenance to chlorine feed system; check and replace chemical supply
  - Workshop: preventive maintenance of tools and equipment

- Annual, semi-annual, and quarterly tasks
  - Collection system: check force main and manholes
  - Headworks: lube valves and motors
  - Treatment tanks: preventive maintenance to valves, pumps, mixers, and aerators
  - Recycling pumps: change oil, lube valves, check for leaks in pipes
  - Chlorine Contact Tank: drain / clean contact tank; lube gates; check/calibrate residual analyzer
  - Flow meters: annual calibration
  - Motor Control Center (MCC): Preventive maintenance to all MCCs
  - Dechlorination: check and replace dechorination chemical supply

This schedule shall be adjusted according to the plant needs. The cost necessary to fully implement the above maintenance program are estimated by the Utility staff. These costs must be budgeted into the annual operating budget in order to achieve the manufacturer's recommended life expectancy and highest return on investment.

6.2 Emergency / Reactive Maintenance

Reactive maintenance is often carried out because of customer requests or sudden asset failures. The required service and maintenance to fix the customers issue(s) is identified by staff inspection.

6.3 Deferred Maintenance

Deferred maintenance is any maintenance, repair, restoration, or replacement work, that should have been accomplished before now, and that has not been performed. Since the facility is brand new and there is no deferred maintenance items currently.

7. Capital Improvement Program

The City of Palm Coast capital improvement program (CIP) plan is the description of future capital projects. Capital improvement projects generally create a new asset that previously did not exist or they upgrade and improve an existing capacity. The projects can result from growth or environmental needs, such as the following:

1. Expenditure that purchases or creates a new asset or in any way improves an asset beyond its original design capacity

2. Upgrades that increase the capacity of the asset

3. Construction designed to produce an improvement in the standard operation of the asset beyond its present capacity

In addition to CIPs, are renewal or rehabilitation strategies. Renewal expenditure is anything that does not increase the asset's design capacity but restores an existing asset to its original capacity. Any improvement projects that require more than simply restoring an asset to its original capacity are deemed to be a renewal project, such as the following:

1. Activities that do not increase the capacity of the asset (i.e., upgrade and enhance the assets restoring them to their original size, condition, and capacity)

2. Rehabilitation involving improvements and realignment or restores the assets to a new or fresh condition

In making renewal decisions, the Utility considers several categories other than the normally recognized physical, failure or breakage. Such renewal decisions include the following:

1. Structural

2. Capacity

3. Level of service failures

4. Outdated functionality

5. Cost or economic impact

The Utility staff and management are made aware of potential assets that need to be repaired or rehabilitated. Because the expected needs of the Utility will change each year, the CIP plan will be updated to reflect those changes. Greater detail is presented in the City's Utility CIP.

8. Financial Management Strategy

Capital costs are one-time expenses (not including labor) used to replace or upgrade, because of capacity, a part of the utility. Capital costs do not include any O&M costs.

Costs for CIP projects are funded through general rates, targeted rates and fees and charges. The City is also seeking funding through District grants or FDEP SRF loans. For details of capital projects, see the City's CIP plan.

9. Action Plan

The Fiscal Sustainability Plan refers to many objectives, targets, maintenance and improvements for the utility. The City of Palm Coast Utilities staff is scheduled to review this plan annually and update the community on new information and changes.

City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026 **Agenda Item:** G.10

Department CITY CLERK **Division** CITY CLERK	**Amount** **Org/Account #**

Subject: RESOLUTION 2026-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS

Presenter: Kaley Cook, City Clerk

Attachments:

1. Resolution
2. Interlocal Agreement

Background:

A City election will be held in 2026 for the City Council Districts 2, 3, and 4 seats. The City partners with the Flagler County Supervisor of Elections to conduct elections and the agreement is attached for consideration.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS

RESOLUTION 2026-
INTERLOCAL AGREEMENT
FLAGLER COUNTY SUPERVISOR OF ELECTIONS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH THE FLAGLER COUNTY SUPERVISOR OF ELECTIONS; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" ("Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the City and the Flagler County Supervisor of Elections, which is a public body created pursuant to Section 163.01(7), Florida Statutes, have entered into an Interlocal which provides for election services; and

WHEREAS, the Flagler County Supervisor of Elections has expressed a desire to provide election services to the City of Palm Coast; and

WHEREAS, the City Council of Palm Coast, desires to contract with the Flagler County Supervisor of Elections for the above referenced 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 AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Interlocal Agreement with the Flagler County Supervisor of Elections for election services, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE, AND EXECUTE. The City Manager, or designee, is hereby authorized to negotiate, finalize, and execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to amend any future amendments to the Interlocal Agreement.

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 19th 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

Attachment: Exhibit "A" – Interlocal Agreement

INTERLOCAL AGREEMENT
FOR ELECTION SERVICES

THIS INTERLOCAL AGREEMENT (hereinafter, the "Agreement") is made and entered into this ____ day of May, 2026 by and between the **FLAGLER COUNTY SUPERVISOR OF ELECTIONS** (hereinafter, the "Supervisor"), an elected constitutional officer, whose address is 1769 E. Moody Blvd., Building 2, Suite 101, Post Office Box 901, Bunnell, Florida, 32110 and the **CITY OF PALM COAST**, a Florida municipality (hereinafter the "**City**"), whose address is 160 Lake Avenue, Palm Coast, FL 32164.

WITNESSETH

WHEREAS, it is the intent of the Legislature, according to Chapter 163, Florida Statutes, to encourage public agencies to join together in agreements that will best serve the public interest and promote the most efficient expenditures of public funds through avoiding costly duplication of services; and

WHEREAS, the Supervisor and City desire to mutually cooperate by causing voter access to polling places to be facilitated at the least possible cost to the public; and

WHEREAS, the Supervisor desires to assist the City by conducting the 2026 municipal elections and likewise to reduce the public costs associated with the electoral process; and

WHEREAS, the Supervisor and City have determined that it is in the best interests of the citizens of the City of Palm Coast that the Supervisor and City enter into this Agreement; and

WHEREAS, City hereby acknowledges full responsibility for any applicable requirements under the Florida Election Code and any provisions of the City Charter or municipal ordinances which may not be addressed or included in this Agreement; and

WHEREAS, pursuant to State law, the Supervisor is the legal custodian of the Flagler County voting equipment and is charged with responsibility for the custody and maintenance of the equipment; and

WHEREAS, the parties to this Agreement recognize that Chapters 97 through 106, Florida Statutes, shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision; and

WHEREAS, the City desires the Supervisor to provide only such election services as are stated herein, subject to the terms and conditions outlined in this Agreement.

NOW THEREFORE IT IS AGREED as follows:

1. **Authority**. This Agreement is entered into under the terms of the Election Laws and the constitutional and statutory powers of the City and the Supervisor.

2. **Effect of Recitals**. The recitals above are adopted as findings of fact upon which the parties have relied and are incorporated into this Agreement.

3. **Term/Duration**. The term of this Agreement shall commence upon its filing with the Clerk of the Circuit Court as provided in Section 7 *infra*. The Agreement shall be in effect only for the 2026 City of Palm Coast Primary and General Elections.

4. **Compliance with Local and State Laws.** During the term of this Agreement, each party shall comply with all applicable State and local laws, regulations, and ordinances. The parties agree that the City's Municipal Clerk is responsible for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code, and any applicable municipal charter provisions and ordinances. Any obligations or duties not outlined in this Agreement shall be the responsibility of the City.

5. **Supervisor's Election-Related Services.**

(A) Conduct of Elections. The Supervisor shall conduct the City of Palm Coast 2026 Municipal Elections under Chapters 97 – 106, Florida Statutes. The Supervisor shall perform all aspects of the Primary and General Election, unless otherwise provided or exempted herein, including the programming of the election tabulating equipment, testing the system, certifying the tabulating software as required by the Division of Elections and State Election Code, providing the facility to tabulate the election results, ordering all ballots and precinct registers, and issuing and maintaining the absentee votes.

(B) City Clerk Involvement. Supervisor shall allow the City Clerk to attend and participate in meetings and trainings regarding the elections, including poll worker training.

(C) Campaign Financing Reports. Supervisor will allow online campaign finance reporting for City candidates under Section 2-37(f) of the Code of Ordinances, City of Palm Coast, Florida. The filing status of candidate financial reports may be found on the Supervisor's website at www.FlaglerElections.gov.

(D) Certification of Petitions. The Supervisor shall charge each candidate 10 cents ($.10) per candidate petition and advise the City Clerk and/or candidate of the number of accepted petitions upon completion of the review. The Supervisor will send a Certification of Petitions to each candidate, with a copy to the City Clerk. Once verified, the Supervisor shall provide all City candidate petitions to the City Clerk.

(E) Costs. The Supervisor shall bear election costs except as further provided herein. Further, the City shall not be responsible for any replacement costs associated with repairs to the Supervisor's equipment damaged during the 2026 County-wide elections (primary and general).

(F) Certification. The Supervisor will notify the Division of Elections of the City's elections, qualified candidates, cancellation of the election if appropriate, and election results.

(G) Election ballots. The Supervisor shall provide the City with a ballot proof for approval before printing ballots.

(H) Absentee Ballots. The supervisor agrees to accept all requests for absentee ballots by telephone, mail, facsimile, email, or in person. The supervisor also agrees to send absentee and overseas ballots as requested by registered voters, receive and securely store any voted absentee ballots, verify the signatures on any returned voted absentee ballot certificates, and account for all absentee ballots.

(I) Sample Ballots. The Supervisor is responsible for coordinating the production and mailing of sample ballots to all registered voters in the City. Sample ballots shall be mailed to each registered elector or to each household with a registered elector at least 7 days before an election.

(J) Canvassing Board. The County Canvassing Board shall be legally responsible for regular municipal elections held concurrently with the 2026 Primary and General Election and the canvass of election returns thereof per the Election Code.

(K) Change in Location. Should changes to polling location(s) become necessary, the Supervisor is responsible for all costs and mailing of "Polling Place Change Notices" to affected voters. A notice of change of the polling place involved shall be mailed, at least 14 days before an election, to each registered elector or to each household in which there is a registered elector.

(L) Poll Workers. The Supervisor shall select, hire, train, and provide poll workers. The supervisor will have backup poll workers available on Election Days to work

as alternates on an as-needed basis, as determined by the Supervisor. Supervisor shall be responsible for training all poll workers under the Florida Election Code and other guidelines, procedures, or regulations followed or adopted for elections in Flagler County.

(M) Schedule. The supervisor shall establish and distribute to the City a schedule identifying deadlines and Canvassing Board meetings relevant to the 2026 elections via email and posting on the Supervisor's website.

(N) Biographies. The supervisor shall place City candidate biography submissions on the Supervisor's website.

(O) Campaign Finance Questions. Campaign finance questions issued to the Supervisor's office will be answered by the Supervisor, or his or her designee, and written questions and responses will be forwarded to the City Clerk.

6. **City Election-Related Responsibilities.**

(A) Designation. The City shall designate the City Clerk to coordinate with the Supervisor regarding the requirements of this Agreement.

(B) Ballot Items.

1. The City shall provide the Supervisor with all referenda ballot items on time to ensure proper placement on the ballot. Draft versions of any referenda ballot items for the Primary Election should be provided to the Supervisor at least 60 days before the first day of qualifying, **April 20, 2026**, to allow for paper size and designation of the ballot, etc. The City must submit final versions of any Primary ballot referenda no later than the first day of qualifying to allow time for translation into Spanish as required by law. Ballot items for the General Election must be submitted in their final version no later than **August 3, 2026.**

2. Ballot Costs. The City shall be responsible for paying for ballot printing costs due to the City's ballot content, which requires a multiple-page ballot, and for any additional printing, shipping, and mailing costs imposed due to the additional ballot page.

3. Spanish Translation. The Supervisor will translate any referenda timely submitted to the Supervisor by the City at no cost.

(C) Candidate Qualifying. The City shall be solely responsible for preparing and providing potential candidates with qualifying forms, qualifying handbooks, and accepting all qualifying forms and qualifying fee payments.

1. Candidate DS-DE 9 and Other Qualifying Forms. The City shall furnish to the Supervisor of Elections Office a digital copy of the Candidates' DS-DE 9 and other required qualifying paperwork as they are filed and no later than 48 hours of receipt.

2. Ballot Proof. The City shall furnish to the Supervisor the list of qualified candidates, along with copies of the Candidates' Oaths, immediately following the close of the qualifying period, and provide approved ballot data to the Supervisor of Elections Office in Microsoft Word format for preparation of the ballot proof. Upon notification by the Supervisor, the City Clerk shall approve or reject the ballot proof by email within 24 hours of receipt.

(D) City Map. At least sixty (60) days before the Primary Election, **June 19, 2026,** and at least sixty (60) days before the General Election**, September 4, 2026,** the City will provide the Supervisor with an updated City map (GIS shape files), including all annexations or contractions.

(E) Absentee Ballots. The City shall refer all requests for absentee ballots to the Supervisor daily by 12:00 p.m. The deadline to accept absentee ballot requests is 5:00 p.m. on the twelfth (12th) day before the election.

(F) Election Assistance. If requested, the City will assist the Supervisor of Elections in locating emergency/alternative polling locations. In such cases, the City shall place temporary electronic roadway signs, when available, to inform voters of these voting locations, and any additional installations of electronic roadway signs as needed and approved by the City. In such cases, the Supervisor shall post a notice at the old polling place advising the electors of the location of the new polling place.

1. Canvassing. The City shall provide staff members to assist with Canvassing Board meetings upon request.

(H) Notice to Candidates. At least 30 days before the commencement of early voting as provided in Section 101.657, Florida Statutes, the City Clerk shall provide written notice to all candidates for City office of the date and time of the Logic and Accuracy testing of the tabulation equipment for the Primary and General Elections by US Certified Mail, if not provided during qualifying.

(I) Advertising. Required legal advertising, including the Notice of Election with City candidate qualifying dates, is the responsibility of the City. Notices during the 3rd and 5th week prior to the election for special elections or referenda required by Florida Statute §100.342, F.S. are the responsibility of the City. Additionally, the City shall incorporate election information into its utility billing cycles immediately preceding the primary and general elections for the 2026 election cycle.

(J) Early Voting Electronic Roadway Signs. Before the commencement of early voting for both the Primary and General Elections, the City will place electronic roadway signs at the Flagler County Library - Palm Coast branch, the Palm Coast Community Center, and the Southern Recreation Center for the 2026 election cycle.

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(K) Early Voting Drop Boxes. As the Supervisor will need space for a secure ballot intake station (drop box) for ballots during the elections, consistent with state laws, the City will provide space at the City's early voting locations for such equipment on Primary and General Election early voting days.

(L) Campaign Finance Questions. Questions concerning campaign finance software received by the City shall be forwarded to the Supervisor's office for resolution.

(M) Timeliness of Reports. Timeliness of City candidate financial reporting remains the responsibility of the City Clerk, including late filing, fees, and notifications.

(N) Candidate Withdrawal. The City shall, if a candidate withdraws, forward the signed withdrawal letter immediately to the Supervisor's Office to schedule the final termination campaign finance report by the Supervisor.

7. **Filing of Agreement.** Upon execution, the City shall file and record this Agreement in the official records of the Clerk of Courts of Flagler County, Florida, and provide a recorded copy to the Supervisor.

8. **Indemnification.** Each party, to the extent permitted by Section 768.28, Florida Statutes, agrees to indemnify and hold harmless the other party, their officers, agents and employees, from and against any claims, damages, injuries, losses and expenses, including reasonable attorney's fees, arising out of or relating to the indemnifying party's actions or omissions arising out of this Agreement and the actions or omissions of the indemnifying party's officers, agents and employees; provided, however, that neither party waives sovereign immunity hereby except to the limited extent provided by Section 768.28, Florida Statutes. This Section 8 shall not inure to the benefit of any third parties.

9. **Public Records**. All records and contracts, of whatever type or nature, required

by the Agreement shall be available for audit, inspection, and copying under Article 1, Section 24, Constitution of the State of Florida, and Chapter 119, Florida Statutes. Under Florida law, the parties shall retain all records and supporting documentation applicable to the Agreement for at least five (5) years after the resolution of the final audit. In the event of an election contest or challenge, the City agrees to cooperate in providing any public records that the City maintains or otherwise controls.

10. **Modification**. This Agreement may not be modified or amended except in writing and duly approved and executed by all parties hereto.

11. **Severability**. If anyone or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

12. **Sovereign Immunity**. Notwithstanding any other provision outlined in this Agreement, nothing contained in this Agreement shall be construed as a waiver of any party's right to sovereign immunity to third parties under section 768.28, Florida Statutes, or other limitations imposed on the parties' potential liability under state or federal law. As such, the parties shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the parties shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions

arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

13. **Applicable Law; Venue**. This Agreement shall be governed by and construed under the laws of the State of Florida, except for its conflict of laws provisions. The parties agree that the venue shall be exclusively within the Seventh Judicial Circuit in and for Flagler County, Florida.

14. **Notices.** All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notices of any type hereunder shall be given by Email, certified U.S. mail, or by hand delivery to an individual authorized to receive mail for the below-listed individuals, or to the following individuals at the following locations:

TO SUPERVISOR:
Kaiti Lenhart
Flagler County Supervisor of Elections
1769 E. Moody Blvd., Bldg. #2, Suite 101
PO Box 901
Bunnell, Florida 32110

TO CITY:
City Manager and City Clerk
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

Notice shall be deemed to have been given and received on the date the email or notice is physically received if given by hand delivery, or if notice is given by certified U.S. Mail, then notice shall be deemed to have been given upon the date said notice was received. Any party hereto, by giving notice in the manner set forth herein, may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

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15. **Interpretation**. Each party hereto has participated in drafting all parts of this Agreement. As a result, the parties intend that no portion of this Agreement shall be interpreted more harshly against any of the parties than the drafter.

16. **Attorney's Fees**. Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their costs and attorney's fees.

IN WITNESS WHEREOF, the parties hereto affix their hand and seal this ____ day of May, 2026.

Witness **FLAGLER COUNTY SUPERVISOR OF ELECTIONS**

_____ _____
Signature Kaiti Lenhart

_____
Typed/Printed

Attest: **CITY OF PALM COAST**

_____ _____
Kaley Cook, City Clerk Mike Norris, Mayor

DRAFT

City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026 **Agenda Item:** H.1

Department	CITY CLERK	**Amount**	
Division	CITY CLERK	**Org/Account #**	
Subject:	ORDINANCE 2026-XX AMENDMENT TO THE CITY CHARTER		
Presenter:	**Marcus Duffy, City Attorney**		

Attachments:

1. Ordinance (Redlined and Clean Copy)

Background:

UPDATED BACKGROUND FROM THE MAY 12, 2026, WORKSHOP MEETING:

At the May 12, 2026, meeting, City Council provided direction for the proposed charter amendments which are incorporated into the attached ordinance.

UPDATED BACKGROUND FROM THE APRIL 14, 2026, WORKSHOP MEETING:

At the April 14, 2026, meeting, City Council provided direction for the proposed charter amendments which are incorporated into the attached ordinance.

ORIGINAL BACKGROUND FROM THE APRIL 14, 2026, WORKSHOP MEETING:

On February 24, 2026, the City Council received a report from the Charter Review Committee outlining proposed amendments to the City Charter. Following extensive discussion, the City Council directed the City Attorney to prepare an ordinance reflecting the proposed changes. The ordinance is included with this item for consideration.

Recommended Action:

ADOPT ORDINANCE 2026-XX AMENDMENT TO THE CITY CHARTER

ORDINANCE 2026-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM, COAST, FLORIDA, SUBMITTING TO THE ELECTORS OF PALM COAST PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF PALM COAST WHICH SHALL BE CONSIDERED BY BALLOT; PROVIDING BALLOT TITLES AND SUMMARIES FOR THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR DIRECTION TO THE CITY CLERK; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE APPROVED AMENDMENTS.

WHEREAS, pursuant to the City Charter, the City of Palm Coast established a Charter Review Committee to review the City Charter and make recommendations to the City Council for proposed amendments thereto; and

WHEREAS, the Charter Review Committee reviewed, considered, studied, and analyzed the City Charter and received public input during its multiple public meetings; and

WHEREAS, on January 31, 2026, the Charter Review Committee submitted its final report, with recommendations to the City Council; and

WHEREAS, on February 24, 2026, at a public workshop wherein the City Council reviewed the final report and recommendations, received public comment, the City Council accepted the final report, modified certain proposed charter amendments, and directed the City Attorney to prepare an appropriate ordinance to place the proposed charter amendment before the registered voters of City of Palm Coast at the election to be held on November 3, 2026; and

WHEREAS, as a result of the input, recommendations, and advice received during this public process and after careful deliberation and consideration, the City Council finds that it is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast to propose revisions to the Palm Coast City Charter in accordance with Article IX of the Palm Coast City Charter and Section 166.031, Florida Statutes; and;

WHEREAS, the City Council finds that the proposed ballot questions and summaries should be submitted to the City electorate for its consideration and final approval or disapproval; and;

WHEREAS, the City Council of the City of Palm Coast desires to put to a vote of the citizens the issue of whether the Charter should be changed as proposed by the City Council following the afore described public process; and

WHEREAS, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality proposed amendments to its Charter, which amendments may be to any part or all of its Charter; and

WHEREAS, Article IX of the City Charter provides that amendments to the Charter may be submitted to the electors by a majority vote of the Council members, and if the proposed amendments are approved by a majority of the electors, the amendments shall become law; and

WHEREAS, the City Council of the City of Palm Coast, Florida, hereby finds this Ordinance to be in the best interest of the public health, safety, and welfare of the citizens of Palm Coast.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PALM COAST THAT:

SECTION 1. REFERENDUM ELECTION. The City Council of the City of Palm Coast, pursuant to Section 166.031 Florida Statutes, hereby proposes and approves amendments to the Charter of the City of Palm Coast, which proposed amendments to the Charter of the City of Palm Coast to be submitted to the electorate for consideration, which proposed amendments and the complete text thereof, as amended, are set forth in Section 2 below. Additions are shown with double underlining, deletions are shown with strike through type, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged. Each question shall be voted on separately and approved or disapproved based on its own merit. Such referendum election shall be held in conformity with the laws of the State of Florida. The Supervisor of Elections of Flagler County is to coordinate all matters of said referendum election with the Palm Coast City Clerk, pursuant to the Interlocal Agreement between the City and the Supervisor of Elections.

SECTION 2. AMENDMENT TO CITY CHARTER. The form of the ballot for the Charter Amendments proposed in this Ordinance shall be as follows:

City Charter Amendment 1:

TITLE:

AMENDING ARTICLE IV, SECTION (7) OF CITY CHARTER REGARDING REMOVAL OF COUNCIL MEMBERS OR MAYOR.

SUMMARY:

Shall Article IV, Section (7) of the City Charter be amended to expand and clarify standards for forfeitures and suspension of the Mayor and City Council members by defining ethics violations under Florida law, establishing additional meeting attendance requirements, and authorizing the City Council, after three formal censures to petition the Governor for suspension or removal of a City Council Member for neglect of duty or malfeasance.

Shall the above-described Charter Amendment be adopted?

Yes _____

No _____

Text Revisions: (Double Underline texts added to the Charter and ~~strikethrough~~ text are removed).

****

Art. IV, (7) *Vacancies; forfeiture of office; suspension; recall; filling of vacancies.*

(b) Forfeiture of office. The Mayor or any other Council member shall forfeit his/her office upon determination by the Council, acting as a body, that he/she:

1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;

2. Is convicted of a felony, or enters a plea of guilty or nolo contendere to a crime punishable as a felony, even if adjudication of guilt has been withheld;

3. Is convicted of a first degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or nolo contendere thereto, even if adjudication of guilt has been withheld;

4. Is found to have violated ~~any standard of conduct or code of ethics established by law for public officials~~ the Code of Ethics for Public Officers and Employees, as set for in Part III, Chapter 112, Florida Statues by the Florida Commission of Ethics, or violated any adopted City Council standard of conduct and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or

5. Is absent from three (3) consecutive regular Council meetings, or from six meetings within a twelve (12) - month calendar year, without being excused by the Council. For purposes of this subsection "meetings" include City Council business meetings and City Council workshops.

(c) Suspension from office. The Mayor or any other Council member shall be suspended from office by the Council acting as a body upon return of an indictment or issuance of an information charging the Council member or Mayor with any crime which is punishable as a felony or with any crime arising out of his/her official conduct or duties which is punishable as a misdemeanor. Pursuant thereto:

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) Request for Removal by Governor. The Council may, by a supermajority vote of its members, formalize a request to the Governor of the State of Florida to remove or suspend the Mayor or any other Council member from office. Such a request may be initiated for persistent misconduct or recurring violations of the public trust not otherwise specifically enumerated in subsections 7(b) or 7(c) of this Charter.

The threshold for such a request shall be the issuance of three (3) formal censures against the official within a single calendar year. Each censure shall require approval by a majority vote of the Council members present and voting. Upon the issuance of the third censure within a calendar year, the Council may determine that the official's conduct constitutes "neglect of duty" or "malfeasance" under Florida law, justifying a formal petition to the Governor for suspension or removal.

***

City Charter Amendment 2:

TITLE:

AMENDING CITY CHARTER ARTICLE IV (7)(e) PROCEDURES FOR FILLING CITY COUNCIL VACANCIES AND SPECIAL ELECTIONS.

SUMMARY:

Shall Article IV(7)(e) of the City Charter be amended to revise vacancy procedures? If a vacancy occurs with over 18 months remaining in a term, a special election is required within 90 days. If a vacancy occurs within ~~6 months~~60 days or less of a general election ~~but after ballot deadlines have passed~~, a special election must be ~~held~~ called within 90 days following that general election.

Shall the above-described Charter Amendment be adopted?

Yes _____
No _____

Text Revisions: (Double Underline texts added to the Charter and strikethrough text are removed).

***

Article IV, (7)(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. However, the following administrative and timing guardrails shall apply:

(a) 18-Month Rule: Notwithstanding the above, if at the time the vacancy occurs there are more than eighteen (18) months remaining before the next regularly scheduled election, the Council shall call a special election within 30 days to fill the vacancy for the remainder of the unexpired term. Such special election shall be held as soon as practicable, but no later than ninety (90) days after the vacancy occurs, subject to the availability and scheduling capacity of the Supervisor of Elections in accordance with Section 100.151, Florida Statutes and the notice and certification requirements of Florida law.

(b) Ballot Deadline Guardrail: In the event a vacancy occurs ~~after the candidate qualifying period for the next regularly scheduled election has closed, or~~ too late for the seat to be legally certified to the general election ballot under Florida law (including the 60-day certification deadline), the Council shall call for a special election ~~to be held~~ within ninety (90) days ~~following~~ after the ~~said~~ general ~~general~~ election to fill the seat for the remainder of the unexpired term, subject to the availability and scheduling capacity of the Supervisor of Elections in accordance with Section 100.151, Florida Statutes.

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. However, if at the time the vacancy occurs there are more than eighteen (18) months remaining before the next regularly scheduled election, the Council shall call a special election to fill the vacancy for the remainder of the unexpired term. Such special election shall be held as soon as practicable, but no later than ninety (90) days after the vacancy occurs, and subject to the scheduling capacity of the Supervisor of Elections in accordance with Section 100.151, Florida Statutes ~~subject to the availability and scheduling capacity of the Supervisor of Elections~~ and the notice and certification requirements of Florida law.

***

City Charter Amendment 3:

TITLE:

AMENDING THE CITY CHARTER TO INCREASE CITY COUNCIL'S UNFUNDED CONTRACTING AUTHORITY TO $30,000,000.00.

SUMMARY:

Shall Art. VI (3) (e) of the City Charter be amended to increase the Council's unfunded contracting authority from $15,000,000.00 to $30,000,000.00 and extend the term from 36 months to 30 years? Unfunded multi-year or lease-purchase contracts exceeding these limits shall require voter approval via referendum. The $30,000,000.00 threshold shall be adjusted annually for inflation (CPI), rounded to the nearest $1,000.00

Shall the above-described Charter Amendment be adopted?

Yes _____
No _____

Text Revisions: (Double Underline texts added to the Charter and ~~strikethrough~~ text are removed).

Article VI, (3) (e) Limitations to Council's Contracting Authority.

***

e) 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: extend in excess of ~~36~~ 30 ~~months~~ years ; or exceeds ~~$15,000,000.00~~ $30,000,000.00. As of each October 1 thereafter, the amount of the "Contracting Limit" in effect shall be adjusted to reflect the percentage change in the Consumer Price Index (U.S. City Average All Workers) by using the most recent available information for the prior 12 month period. This adjustment shall be calculated using the most recent available data for the preceding 12-month period. The adjusted amount shall be rounded to the nearest $1,000 and shall serve as the effective Contracting Limit for the following fiscal year.

***

SECTION 3. The proposed amendments, the ballot titles and summaries of the proposed amendments to the Charter, as contained in this Ordinance, shall appear on the ballot in the form of questions as set forth in Section 2 of this Ordinance.

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the City Council 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, or sections of this Ordinance.

SECTION 5. CONFLICTS. All prior ordinances and resolutions or parts thereof in conflict with this Ordinance are hereby repealed.

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

SECTION 7. EFFECTIVE DATE OF CHARTER AMENDMENTS. The revised Charter provisions proposed for approval in this Ordinance shall become effective upon their approval following election of the electors of the City of Palm Coast in accordance with Section 166.031, Florida Statutes, and Article IX of the City Charter. If the electors reject an amendment, the rejected amendment shall not take effect. The City Clerk is hereby directed, upon adoption of the revised Charter, to renumber the Charter to logically organize all Charter amendments, and to promptly file the revised Charter with the State of Florida, Department of State, as required by Section 166.031, Florida Statutes.

APPROVED upon first reading on the ____ day of _____ 2026.

Adopted on the second reading after due public notice and hearing on this ____ day of ____2026.

ATTEST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY**:**

_____

MARCUS DUFFY, ESQ.
CITY ATTORNEY

ORDINANCE 2026-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM, COAST, FLORIDA, SUBMITTING TO THE ELECTORS OF PALM COAST PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF PALM COAST WHICH SHALL BE CONSIDERED BY BALLOT; PROVIDING BALLOT TITLES AND SUMMARIES FOR THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR DIRECTION TO THE CITY CLERK; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE FOR THE APPROVED AMENDMENTS.

WHEREAS, pursuant to the City Charter, the City of Palm Coast established a Charter Review Committee to review the City Charter and make recommendations to the City Council for proposed amendments thereto; and

WHEREAS, the Charter Review Committee reviewed, considered, studied, and analyzed the City Charter and received public input during its multiple public meetings; and

WHEREAS, on January 31, 2026, the Charter Review Committee submitted its final report, with recommendations to the City Council; and

WHEREAS, on February 24, 2026, at a public workshop wherein the City Council reviewed the final report and recommendations, received public comment, the City Council accepted the final report, modified certain proposed charter amendments, and directed the City Attorney to prepare an appropriate ordinance to place the proposed charter amendment before the registered voters of City of Palm Coast at the election to be held on November 3, 2026; and

WHEREAS, as a result of the input, recommendations, and advice received during this public process and after careful deliberation and consideration, the City Council finds that it is in the best interests of the public health, safety, and welfare of the citizens of Palm Coast to propose revisions to the Palm Coast City Charter in accordance with Article IX of the Palm Coast City Charter and Section 166.031, Florida Statutes; and;

WHEREAS, the City Council finds that the proposed ballot questions and summaries should be submitted to the City electorate for its consideration and final approval or disapproval; and;

WHEREAS, the City Council of the City of Palm Coast desires to put to a vote of the citizens the issue of whether the Charter should be changed as proposed by the City Council following the afore described public process; and

WHEREAS, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality proposed amendments to its Charter, which amendments may be to any part or all of its Charter; and

WHEREAS, Article IX of the City Charter provides that amendments to the Charter may be submitted to the electors by a majority vote of the Council members, and if the proposed amendments are approved by a majority of the electors, the amendments shall become law; and

WHEREAS, the City Council of the City of Palm Coast, Florida, hereby finds this Ordinance to be in the best interest of the public health, safety, and welfare of the citizens of Palm Coast.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PALM COAST THAT:

SECTION 1. REFERENDUM ELECTION. The City Council of the City of Palm Coast, pursuant to Section 166.031 Florida Statutes, hereby proposes and approves amendments to the Charter of the City of Palm Coast, which proposed amendments to the Charter of the City of Palm Coast to be submitted to the electorate for consideration, which proposed amendments and the complete text thereof, as amended, are set forth in Section 2 below. Additions are shown with double underlining, deletions are shown with strike through type, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged. Each question shall be voted on separately and approved or disapproved based on its own merit. Such referendum election shall be held in conformity with the laws of the State of Florida. The Supervisor of Elections of Flagler County is to coordinate all matters of said referendum election with the Palm Coast City Clerk, pursuant to the Interlocal Agreement between the City and the Supervisor of Elections.

SECTION 2. AMENDMENT TO CITY CHARTER. The form of the ballot for the Charter Amendments proposed in this Ordinance shall be as follows:

City Charter Amendment 1:

TITLE:

AMENDING ARTICLE IV, SECTION (7) OF CITY CHARTER REGARDING REMOVAL OF COUNCIL MEMBERS OR MAYOR.

SUMMARY:

Shall Article IV, Section (7) of the City Charter be amended to expand and clarify standards for forfeitures and suspension of the Mayor and City Council members by defining ethics violations under Florida law, establishing additional meeting attendance requirements, and authorizing the City Council, after three formal censures to petition the Governor for suspension or removal of a City Council Member for neglect of duty or malfeasance.

Shall the above-described Charter Amendment be adopted?

Yes _____

No _____

Text Revisions: (Double Underline texts added to the Charter and strikethrough text are removed).

****

Art. IV, (7) *Vacancies; forfeiture of office; suspension; recall; filling of vacancies.*

(b) Forfeiture of office. The Mayor or any other Council member shall forfeit his/her office upon determination by the Council, acting as a body, that he/she:

1. Lacks at any time, or fails to maintain during his/her term of office, any qualification for the office prescribed by this Charter or otherwise required by law;

2. Is convicted of a felony, or enters a plea of guilty or nolo contendere to a crime punishable as a felony, even if adjudication of guilt has been withheld;

3. Is convicted of a first degree misdemeanor arising directly out of his/her official conduct or duties or enters a plea of guilty or nolo contendere thereto, even if adjudication of guilt has been withheld;

4. Is found to have violated ~~any standard of conduct or code of ethics established by law for public officials~~ the Code of Ethics for Public Officers and Employees, as set for in Part III, Chapter 112, Florida Statues by the Florida Commission of Ethics, or violated any adopted City Council standard of conduct and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or

5. Is absent from three (3) consecutive regular Council meetings, or from six meetings within a twelve (12) - month calendar year, without being excused by the Council. For purposes of this subsection "meetings" include City Council business meetings and City Council workshops.

(c) Suspension from office. The Mayor or any other Council member shall be suspended from office by the Council acting as a body upon return of an indictment or issuance of an information charging the Council member or Mayor with any crime which is punishable as a felony or with any crime arising out of his/her official conduct or duties which is punishable as a misdemeanor. Pursuant thereto:

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) Request for Removal by Governor. The Council may, by a supermajority vote of its members, formalize a request to the Governor of the State of Florida to remove or suspend the Mayor or any other Council member from office. Such a request may be initiated for persistent misconduct or recurring violations of the public trust not otherwise specifically enumerated in subsections 7(b) or 7(c) of this Charter.

The threshold for such a request shall be the issuance of three (3) formal censures against the official within a single calendar year. Each censure shall require approval by a majority vote of the Council members present and voting. Upon the issuance of the third censure within a calendar year, the Council may determine that the official's conduct constitutes "neglect of duty" or "malfeasance" under Florida law, justifying a formal petition to the Governor for suspension or removal.

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City Charter Amendment 2:

TITLE:

AMENDING CITY CHARTER ARTICLE IV (7)(e) PROCEDURES FOR FILLING CITY COUNCIL VACANCIES AND SPECIAL ELECTIONS.

SUMMARY:

Shall Article IV(7)(e) of the City Charter be amended to revise vacancy procedures? If a vacancy occurs with over 18 months remaining in a term, a special election is required within 90 days. If a vacancy occurs within 60 days or less of a general election, a special election must be called within 90 days following that general election.

Shall the above-described Charter Amendment be adopted?

Yes _____
No _____

Text Revisions: (Double Underline texts added to the Charter and strikethrough text are removed).

***

Article IV, (7)(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. However, the following administrative and timing guardrails shall apply:

(a) 18-Month Rule: Notwithstanding the above, if at the time the vacancy occurs there are more than eighteen (18) months remaining before the next regularly scheduled election, the Council shall call a special election within 30 days to fill the vacancy for the remainder of the unexpired term. Such special election shall be held as soon as practicable, but no later than ninety (90) days after the vacancy occurs, subject to the availability and scheduling capacity of the Supervisor of Elections in accordance with Section 100.151, Florida Statutes and the notice and certification requirements of Florida law.

(b) Ballot Deadline Guardrail: In the event a vacancy occurs too late for the seat to be legally certified to the general election ballot under Florida law (including the 60-day certification deadline), the Council shall call for a special election within ninety (90) days after the general election to fill the seat for the remainder of the unexpired term, subject to the availability and scheduling capacity of the Supervisor of Elections in accordance with Section 100.151, Florida Statutes.

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. However, if at the time the vacancy occurs there are more than eighteen (18) months remaining before the next regularly scheduled election, the Council shall call a special election to fill the vacancy for the remainder of the unexpired term. Such special election shall be held as soon as practicable, but no later than ninety (90) days after the vacancy occurs, and subject to the scheduling capacity of the Supervisor of Elections in accordance with Section 100.151, Florida Statutes and the notice and certification requirements of Florida law.

***

City Charter Amendment 3:

TITLE:

AMENDING THE CITY CHARTER TO INCREASE CITY COUNCIL'S UNFUNDED CONTRACTING AUTHORITY TO $30,000,000.00.

SUMMARY:

Shall Art. VI (3) (e) of the City Charter be amended to increase the Council's unfunded contracting authority from $15,000,000.00 to $30,000,000.00 and extend the term from 36 months to 30 years? Unfunded multi-year or lease-purchase contracts exceeding these limits shall require voter approval via referendum. The $30,000,000.00 threshold shall be adjusted annually for inflation (CPI), rounded to the nearest $1,000.00

Shall the above-described Charter Amendment be adopted?

Yes _____
No _____

Text Revisions: (Double Underline texts added to the Charter and ~~strikethrough~~ text are removed).

Article VI, (3) (e) Limitations to Council's Contracting Authority.

***

e) 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: extend in excess of ~~36~~ 30 ~~months~~ years ; or exceeds $~~15,000,000.00~~ $30,000,000.00. As of each October 1 thereafter, the amount of the "Contracting Limit" in effect shall be adjusted to reflect the percentage change in the Consumer Price Index (U.S. City Average All Workers) by using the most recent available information for the prior 12 month period. This adjustment shall be calculated using the most recent available data for the preceding 12-month period. The adjusted amount shall be rounded to the nearest $1,000 and shall serve as the effective Contracting Limit for the following fiscal year.

***

SECTION 3. The proposed amendments, the ballot titles and summaries of the proposed amendments to the Charter, as contained in this Ordinance, shall appear on the ballot in the form of questions as set forth in Section 2 of this Ordinance.

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the City Council 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, or sections of this Ordinance.

SECTION 5. CONFLICTS. All prior ordinances and resolutions or parts thereof in conflict with this Ordinance are hereby repealed.

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

SECTION 7. EFFECTIVE DATE OF CHARTER AMENDMENTS. The revised Charter provisions proposed for approval in this Ordinance shall become effective upon their approval following election of the electors of the City of Palm Coast in accordance with Section 166.031, Florida Statutes, and Article IX of the City Charter. If the electors reject an amendment, the rejected amendment shall not take effect. The City Clerk is hereby directed, upon adoption of the revised Charter, to renumber the Charter to logically organize all Charter amendments, and to promptly file the revised Charter with the State of Florida, Department of State, as required by Section 166.031, Florida Statutes.

APPROVED upon first reading on the 19th day of May 2026.

Adopted on the second reading after due public notice and hearing on this 2nd day of June 2026.

ATTEST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY**:**

_____

MARCUS DUFFY, ESQ.
CITY ATTORNEY

City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026 **Agenda Item:** I.1

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 Amendment
4. Staff Report
5. Map Series
6. Letter from the Applicant
7. Conceptual Plan
8. Typical Lot Layout
9. Rendering-Elevations
10. Letter- Summary of Neighborhood Meeting
11. Affidavit & Picture of Sign Posting
12. Business Impact Statement

Background:

UPDATED BACKGROUND FROM THE APRIL 21, 2026, BUSINESS MEETING:

At the April 21, 2026, Business Meeting Council approved this request by a four to one vote at the first reading of the ordinance. There was discussion regarding possible damages to the Hewitt Sawmill site from drainage from the adjacent development. The motion to approve included the two conditions recommended by the Planning and Land Development Regulation Board (PLDRB), as provided in the PLDRB summary below, and the following added current public benefit:

- The applicant was to look at the Hewitt Sawmill site to see what could be done to mitigate damages.

On April 27, 2026, the representative for D.R. Horton provided the following via email:

- “The response on the sawmill is that it was not damaged whatsoever by the adjacent development. I personally toured the entire site last Thursday to verify that. I also spoke this morning to a member of the board of the Ag Museum which owns the site and verified that we have not damaged it.”

ORIGINAL BACKGROUND FROM APRIL 21, 2026, BUSINESS MEETING:

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.

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 LANDING 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 May 19, 2026
Second Reading of the Ordinance

Staff Presentation:
Estelle Lens, AICP, Senior Planner

1st Reading of the Ordinance – April 21, 2026 Business Meeting

- Approved - four to one vote.
- The motion to approve included the two conditions recommended by the Planning and Land Development Regulation Board (PLDRB) with the following added current public benefit:
- The applicant was to look at the Hewitt Sawmill site to see what could be done to mitigate damages.

On April 27, 2026, the representative for D.R. Horton provided the following via email:

- "The response on the sawmill is that it was not damaged whatsoever by the adjacent development. I personally toured the entire site last Thursday to verify that. I also spoke this morning to a member of the board of the Ag Museum which owns the site and verified that we have not damaged it."

The applicant has revised the proposed agreement and added sections 9 and 10 which address the conditions of the PLDRB:

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

The applicant amended the conceptual plan to demonstrate compliance with these conditions.

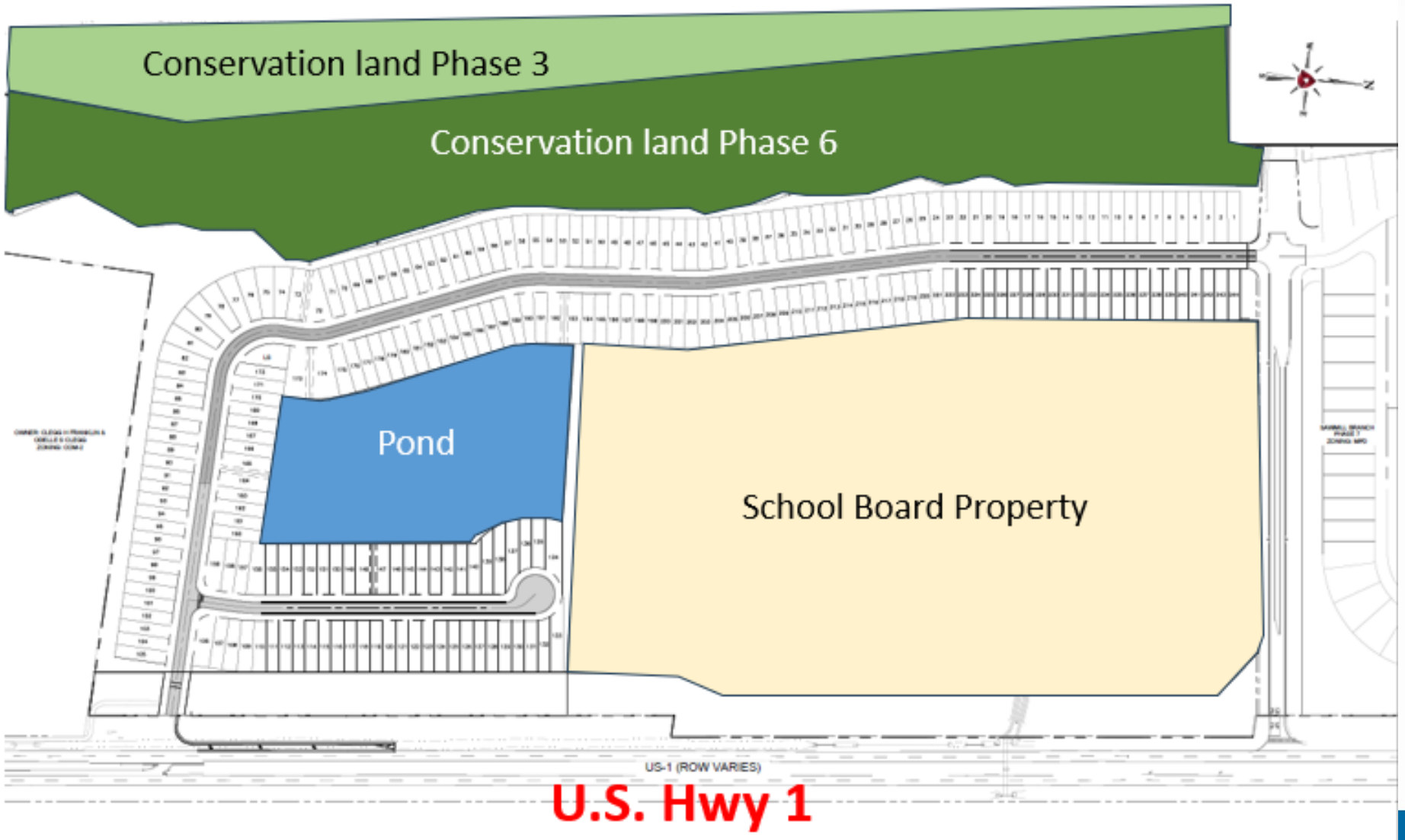
Revised Conceptual Plan

SITE STATISTICS

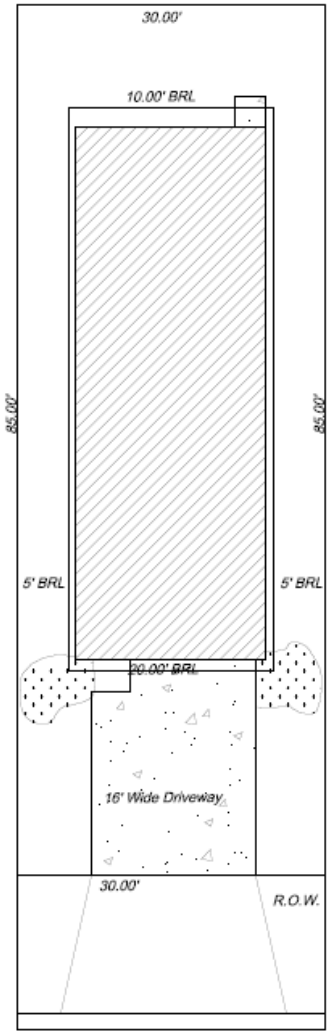
TOTAL SITE AREA:	+/- 3.0 AC
STORMWATER POND:	+/- 29,598 SF
TOTAL LOTS:	+/- 243
BUILDING SETBACKS:	FRONT: 20'
	REAR: 10'
	SIDE: 5'
	STREET SIDE/REAR: 10'

*LS - LIFT STATION

Prior Conceptual Plan



Typical Lot Layout



The 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 DEVELOPMENT 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 21st day of April 2026.

ADOPTED on second reading after due public notice and hearing this 19th 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.

WHEREAS, the Declarant has prepared a conceptual site plan for Tracts 16 and 7A (the "Concept Plan"), attached hereto as Exhibit "A, to illustrate the anticipated layout, access and development pattern in support of this 2026 MPD Amendment; and

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*.

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

4. 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*.

5. The Concept Plan attached as Exhibit "A" is consistent with the intent of the MPD Agreement, as amended, and demonstrates compatibility with surrounding development patterns and applicable planning policies.

MODIFIED TERMS

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

7. 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

8. **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.

9. **Landscaping:** To enhance the visual character of the community and provide additional open space, the development shall incorporate a minimum twenty (20) foot wide landscaped break at intervals of every twelve (12) lots. These landscaped breaks are intended to reduce continuous streetscape monotony, improve neighborhood aesthetics, and create opportunities for enhanced tree canopy, buffering and passive green space. The design, planting, and maintenance of these areas shall be consistent with the overall landscape plan

and applicable local regulations, ensuring cohesive integration with the community's design standards.

10. **Amenity:** To further support neighborhood livability and consistent with the intent of the City of Palm Coast Land Development Code regarding recreation and open space, the development shall include a centrally accessible neighborhood park or playground amenity for the use of residents. The amenity shall be designed to provide passive and active recreational opportunities and may include features such as play equipment, seating areas, shade structures, and open lawn space. The park shall be integrated into the overall site design, connected via pedestrian pathways where feasible, and maintained by the property owner or homeowner's association in accordance with approved development plans.

11. **Concept Plan:** Development of Tracts 16 and 7A shall be generally consistent with the Concept Plan attached hereto as Exhibit "A". The Concept Plan is conceptual in nature and is intended to illustrate the overall development framework, including lot layout, access, open space areas, and general site organization. The Subdivision Master Plan and subsequent plat submittals shall demonstrate compliance with Sections 9 and 10 of this agreement.

12. Except as modified or clarified herein, the MPD Agreement remains in full force and effect in accordance with its original terms.

13. 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.

14. The MPD Agreement is in good standing with neither party in default.

15. 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

For use and reliance of the Palm Coast City Council only.

Approved as to form and legality.

_____

Marcus Duffy, City Attorney

SITE STATISTICS

TOTAL SITE AREA:	+/- 3.0 AC
STORMWATER POND:	+/- 291,598 SF
TOTAL LOTS:	+/- 243
BUILDING SETBACKS:	FRONT: 20'
	REAR: 10'
	SIDE: 5'
	STREET SIDE/REAR: 10'

*LS - LIFT STATION

HULETT BRANCH

PARK/PLAYGROUND

LS

POND

UNPLATTED LAND

PARK

ENHANCED LANDSCAPING

TREES AND SHRUB SPECIES ARE CONCEPTUAL ONLY. SPECIES MAY VARY PER LOT. REFER TO LANDSCAPE PLANS.

FUTURE SCHOOL SITE

SAWMILL BRANCH BOULEVARD

SAWMILL BRANCH PHASE 7

STATE HIGHWAY US 1

1

1

D·R·HORTON® America's Builder

SAWMILL BRANCH PHASE 6

PALM COAST, FLORIDA

4.15.2026

ALLIANT

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 MAY 19, 2026

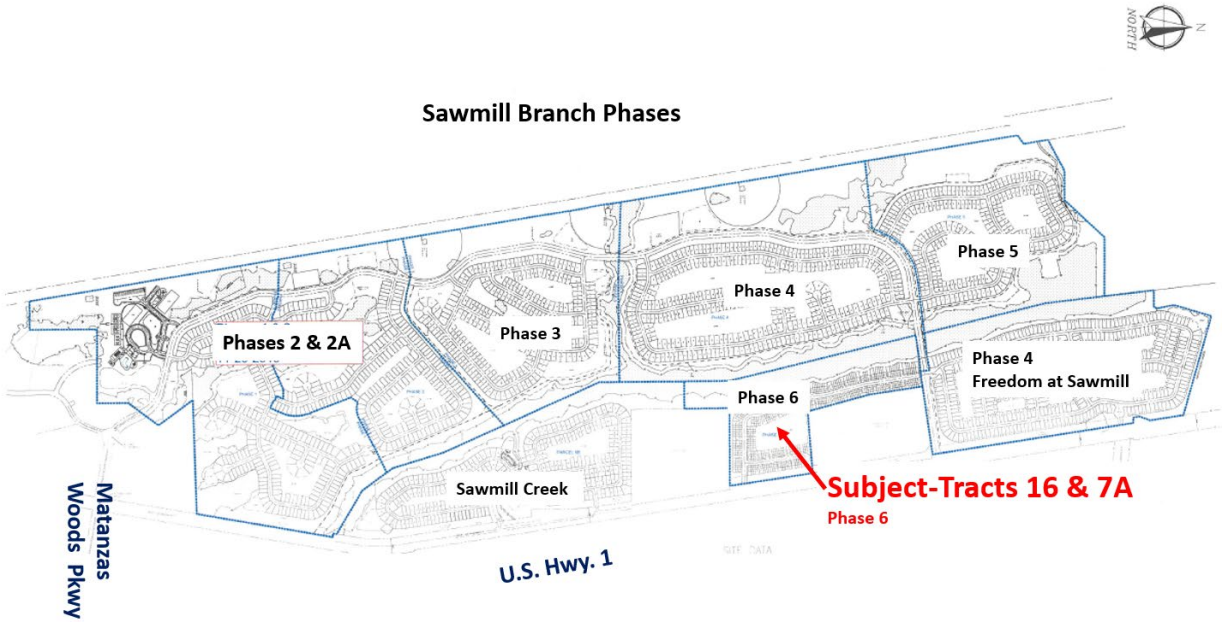
OVERVIEW

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.

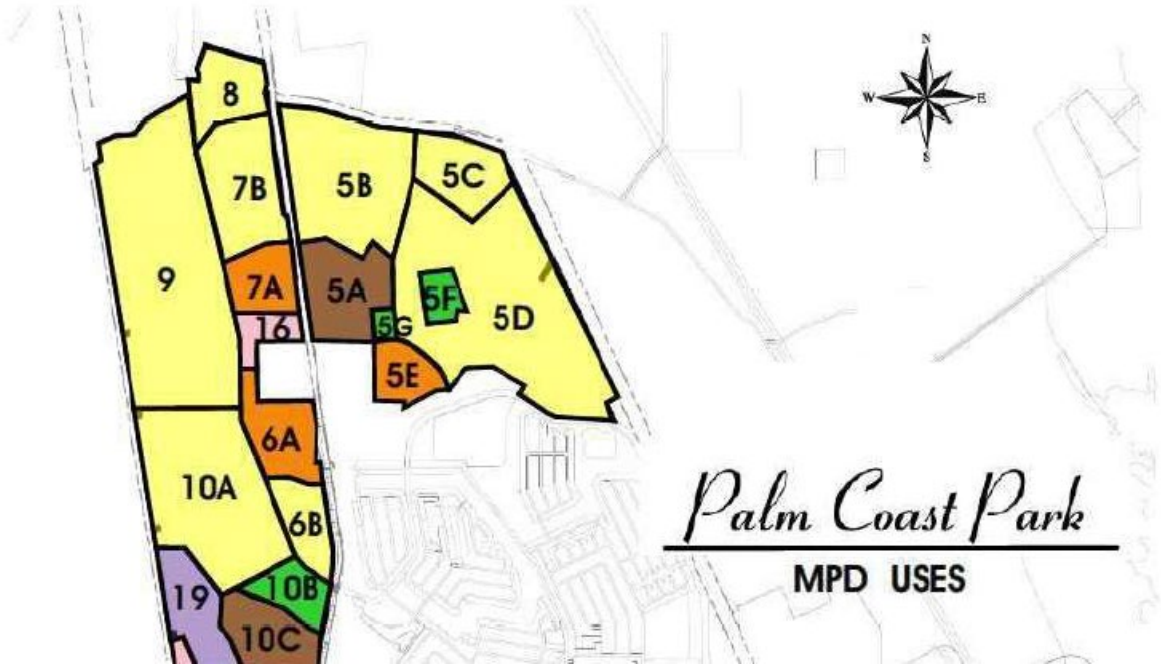
Additionally, the request is to provide Development Standards for (detached) single family residential on tracts 16 and 7A which include the following development standards:

- 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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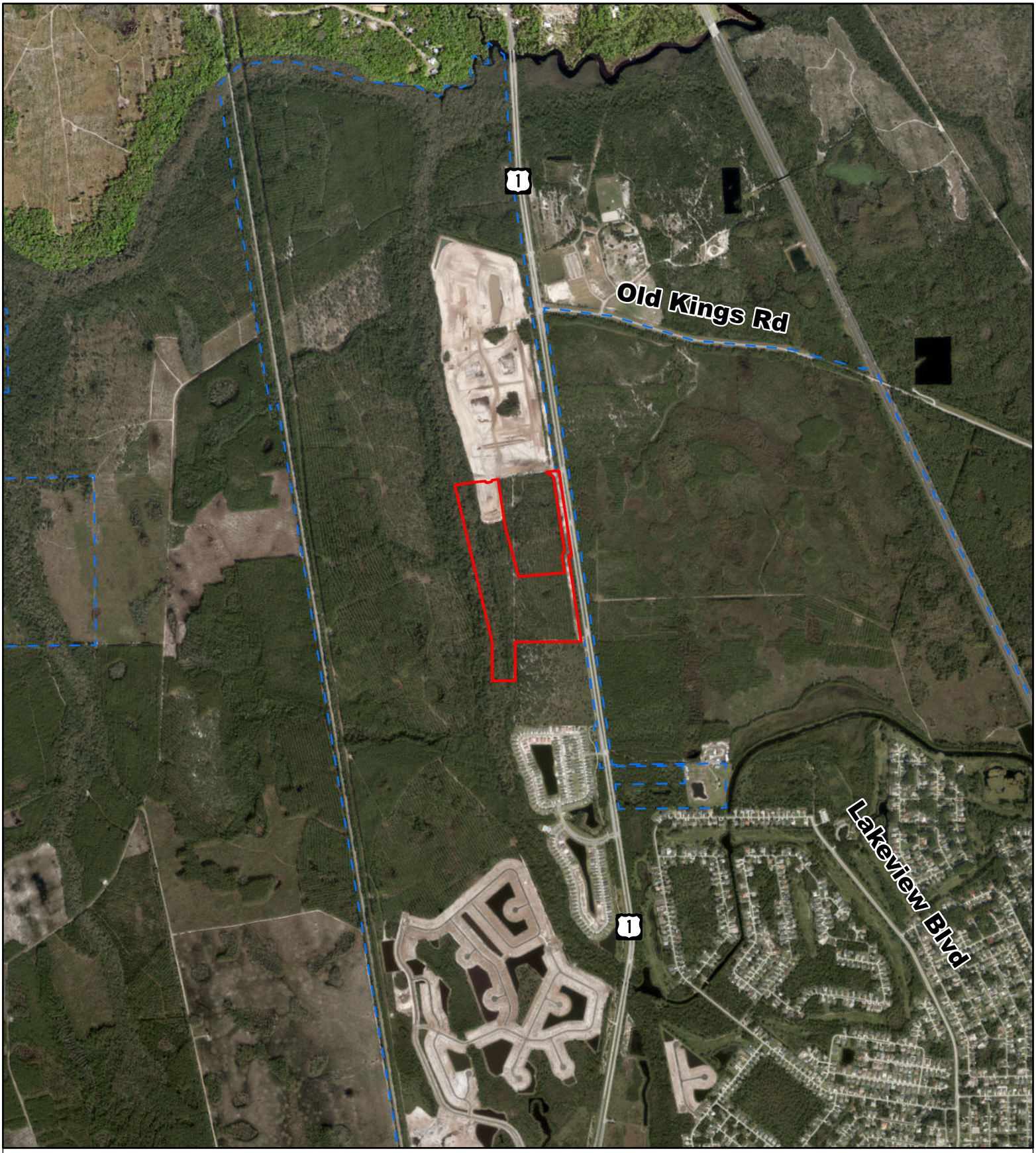

Distant Aerial

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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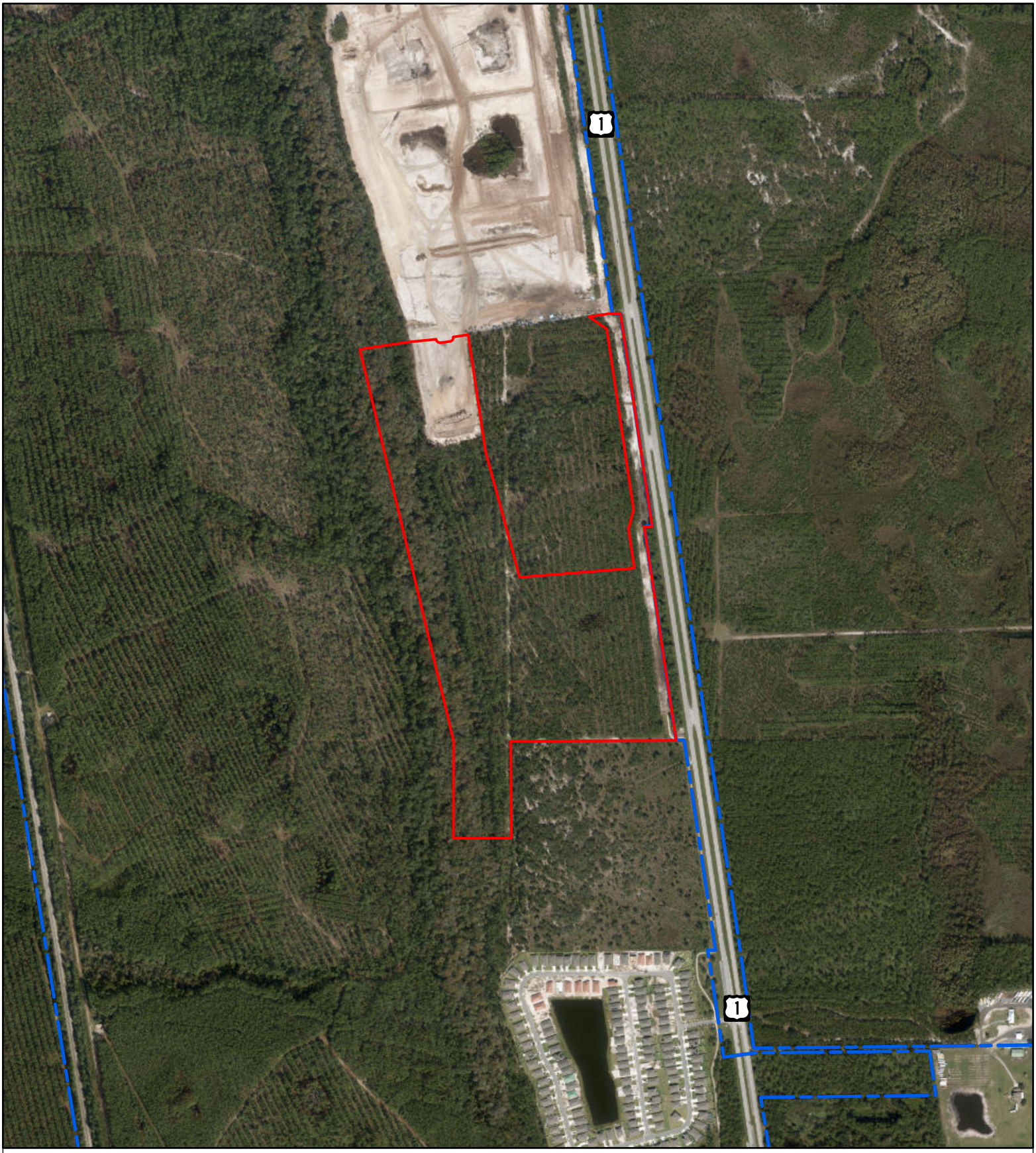

Close Up Aerial

Palm Coast City Limits

Subject Property

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Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
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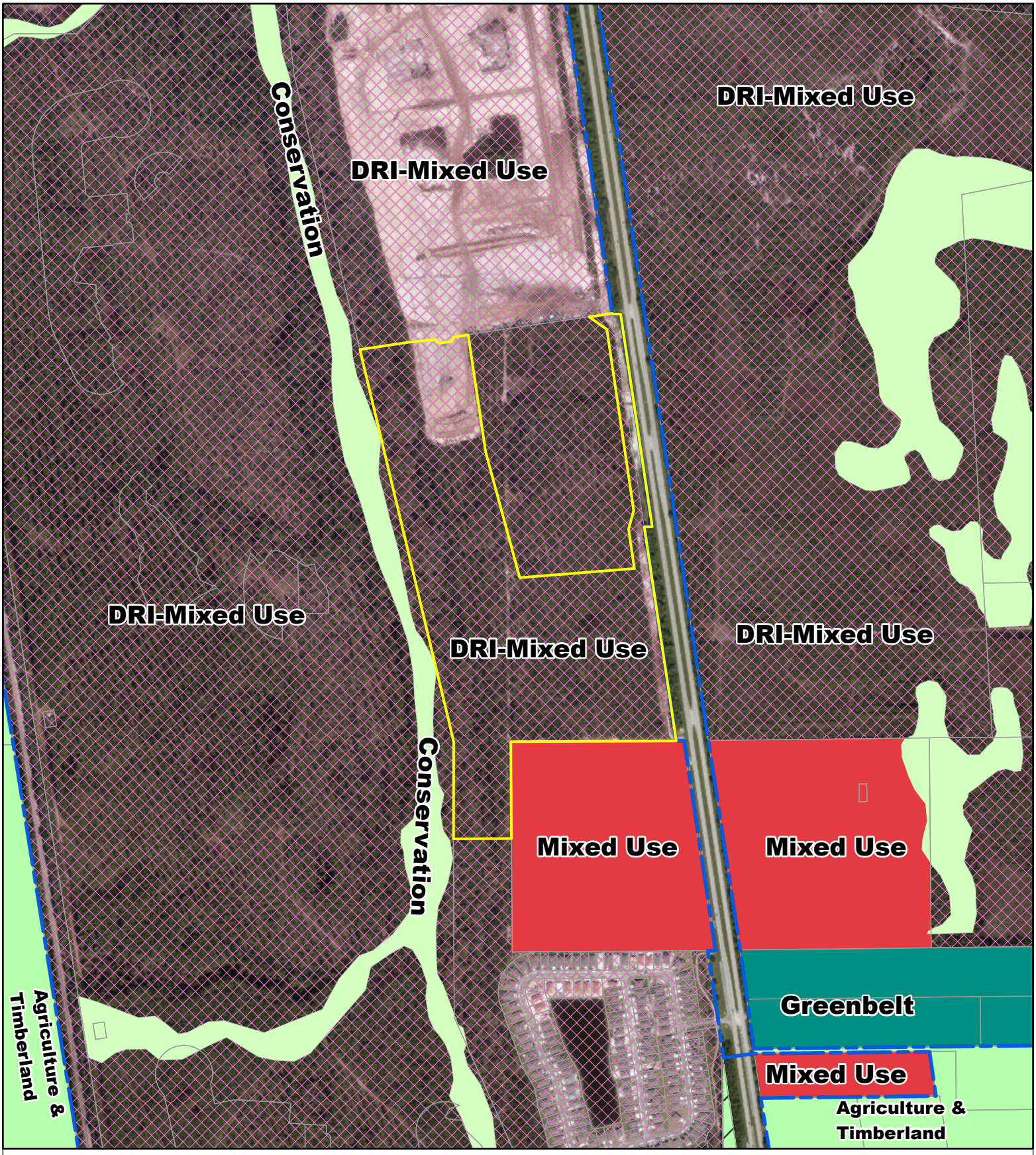

Future Land Use Map

- 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

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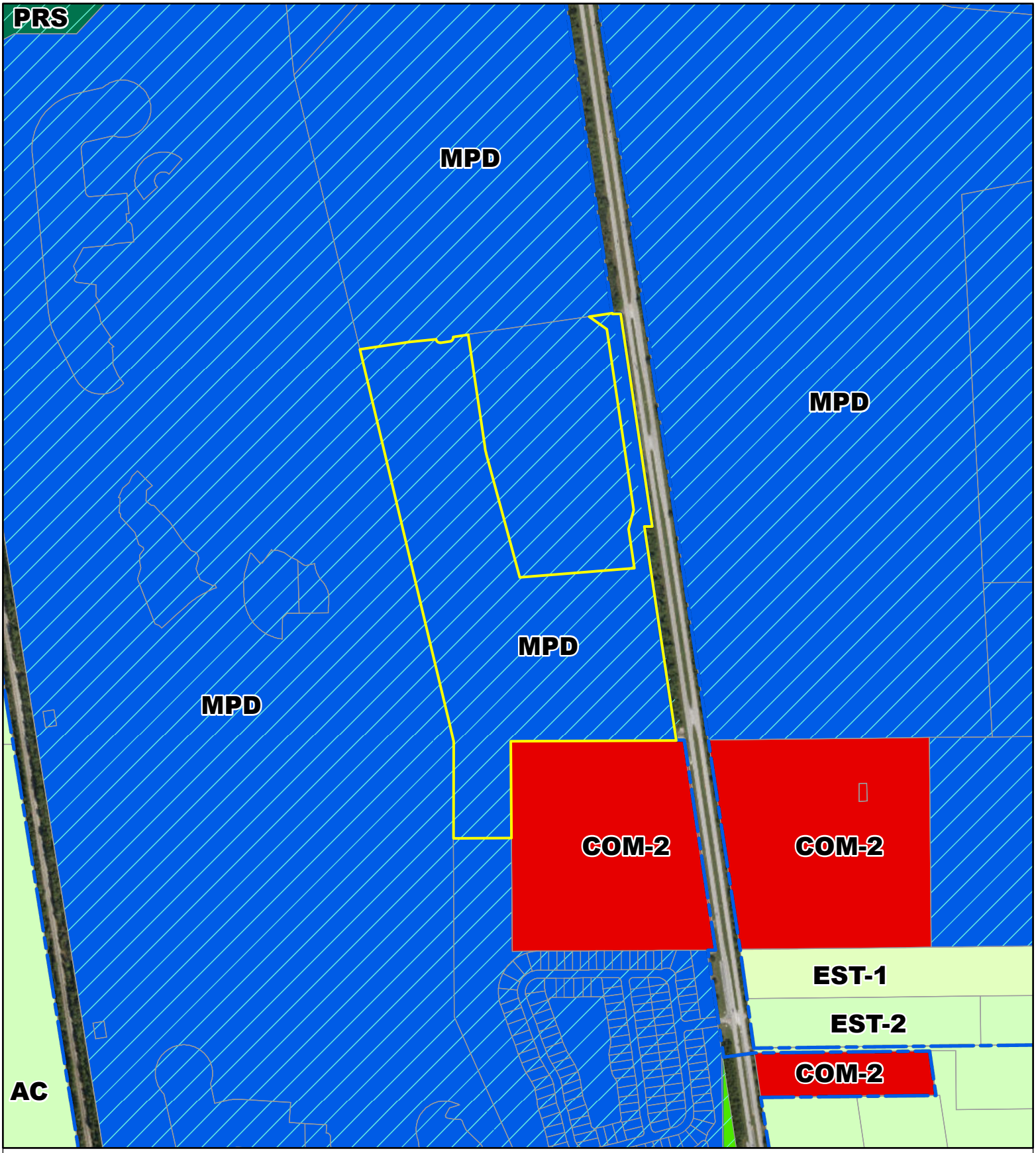

Zoning Map

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

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0 800 Feet

CITY OF PALM COAST, FLORIDA
PALM COAST
INCORPORATED 1999

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Michael D. Chiumento III
William J. Bosch
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Kareen Movsesyan
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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

SITE STATISTICS

TOTAL SITE AREA:	+/- 3.0 AC
STORMWATER POND:	+/- 291,598 SF
TOTAL LOTS:	+/- 243
BUILDING SETBACKS:	FRONT: 20'
	REAR: 10'
	SIDE: 5'
	STREET SIDE/REAR: 10'

*LS - LIFT STATION

HULETT BRANCH

PARK/PLAYGROUND

LS

POND

UNPLATTED LAND

PARK

ENHANCED LANDSCAPING

TREES AND SHRUB SPECIES ARE CONCEPTUAL ONLY. SPECIES MAY VARY PER LOT. REFER TO LANDSCAPE PLANS.

FUTURE SCHOOL SITE

SAWMILL BRANCH BOULEVARD

SAWMILL BRANCH PHASE 7

STATE HIGHWAY US 1

1

1

D·R·HORTON®
America's Builder

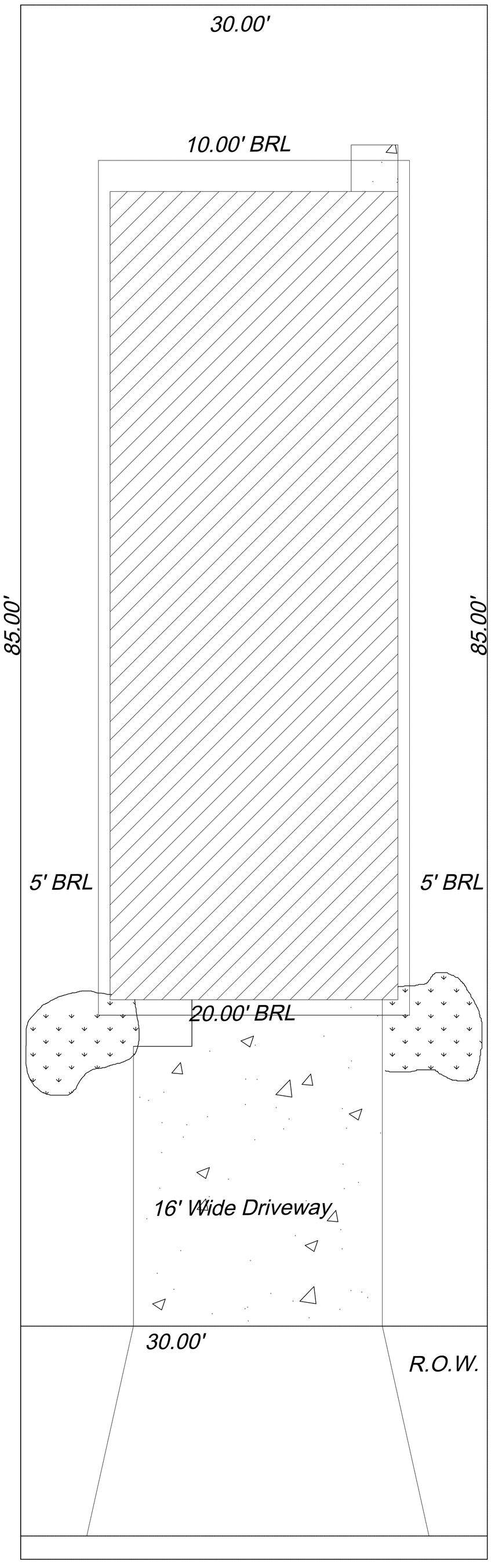
SAWMILL BRANCH PHASE 6

PALM COAST, FLORIDA

4.15.2026

ALLIANT

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

Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal
Kareen Movsesyan
Meredith Wearsch
Mark Hall
Eric R. Sloan, *of-counsel*

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com

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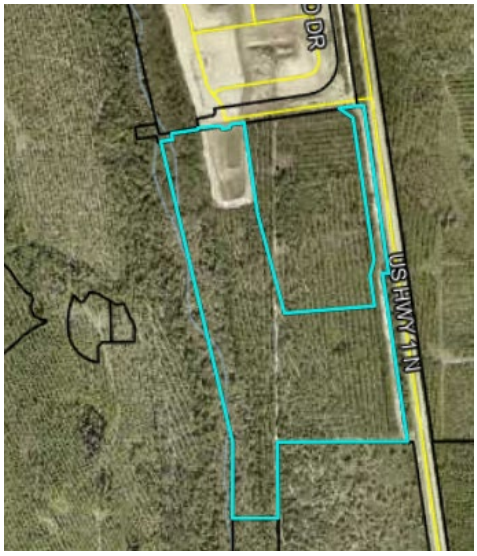
145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

2 Camino Del Mar
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174



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
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 *
Christy Earls
Paul H. Threatt

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Palm Coast, FL 32137

57 W. Granada Blvd.
Ormond Beach, FL 32174

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 19, 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 <u>are not</u> 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: May 19, 2026 **Agenda Item:** J.1

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

Subject: RESOLUTION 2026-XX APPROVING THE MUNICIPAL PROPERTY (A.K.A. PUBLIC LANDS) LIST

Presenter: **Virginia Smith, MMC, CP, ACP, Land Management Administrator**

Attachments:

1. Presentation
2. Resolution

Background:

As part of the requirements in Sec. 166.0451(1), Fla. Stat., the City Council shall be presented with an inventory list of municipal property every three years of all real property within its jurisdiction to which the municipality or any dependent special district within its boundaries holds fee simple title which is appropriate for use as affordable housing.

In 2023, staff presented the City's real property assets to City Council. One parcel was identified and approved by City Council as being "surplus" land. Later in the year, the Florida Legislature amended its affordable housing laws to include land that is not part of an active project to be considered for municipal lands for affordable housing purposes.

Attached to the Resolution is a list of municipal lands for Council's consideration to accept as Public lands. In accordance with Section 166.0451, Fla. Stat., City Council may amend the list at the close of the public hearing.

The first twenty-one parcels on the list are considered drop lots. Seventeen parcels on the list were obtained by the City in 2025 as part of an MPD Agreement requirement for park land to be donated to the City. These lots are located north of Seminole Woods Park. Four parcels were donated to the City in 2022 for stormwater purposes in the Z section off of Zeus Path.

The last two parcels on the list were obtained by Code Enforcement action in the early 2000's and in 2018. These two lots are in existing neighborhoods. While discussing the City's real property assets list in 2023, the Utility Department identified these two parcels for future utility use. 79 Rolling Sands Drive could be of assistance to Utility to upgrade the pump station that is adjacent to the property. No plans have been drawn for this to occur. 20 Woodstone Lane, could possibly be used by Utility for a future well site.

Recommended Action:
ADOPT RESOLUTION 2026-XX APPROVING THE MUNICIPAL PROPERTY (A.K.A. PUBLIC LANDS) LIST

MUNICIPAL LANDS LIST

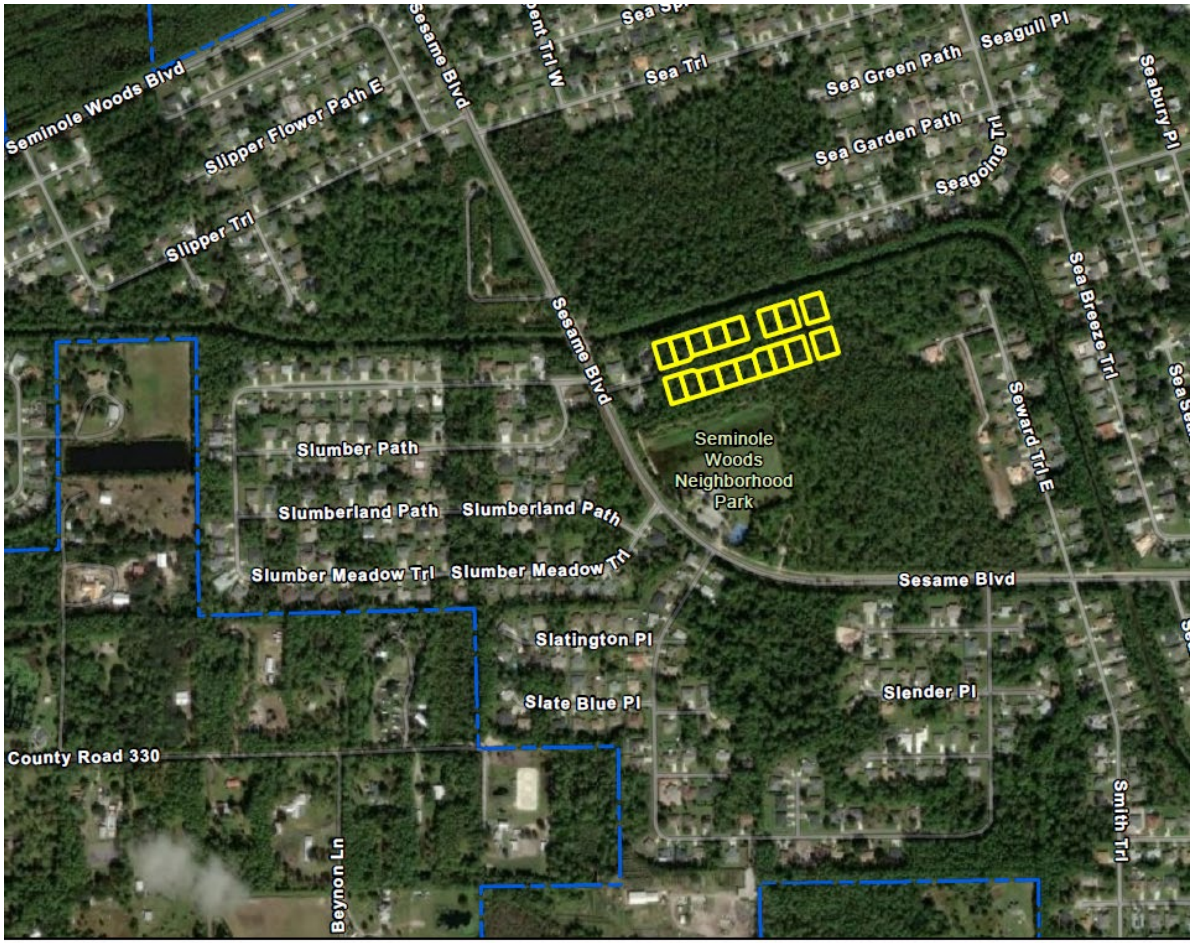
Presented by: Virginia A. Smith,
Land Management Administrator

History

- June 2023 Council presented with all land assets owned by the City.

- Section 166.0451(1), Fla. Stat.
  - Amended 2023 statute
  - Affordable housing

Seminole Woods Park Land



Close Up Aerial

Palm Coast City Limits

City Parcel (17)

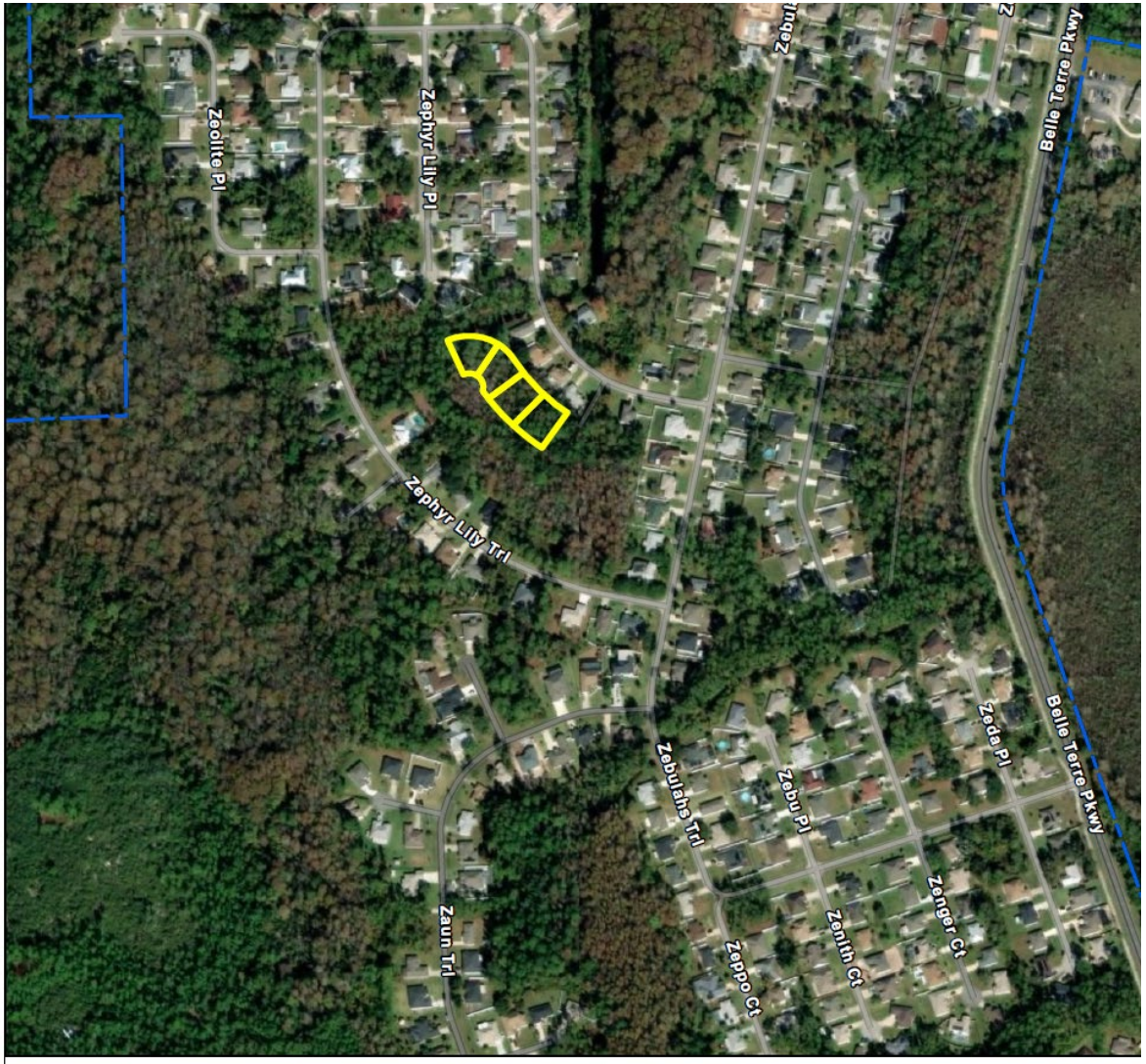
0 700 Feet

Map Provided by the Planning Division

Date: 4/21/2026

- Requirement of Ryan's Landings MPD for 5 acres of land.
- SG Flagler Properties donated 17 drop lots.
- Duplex zoning.

Z section lands



Close Up Aerial

Palm Coast City Limits

City Parcel (4)

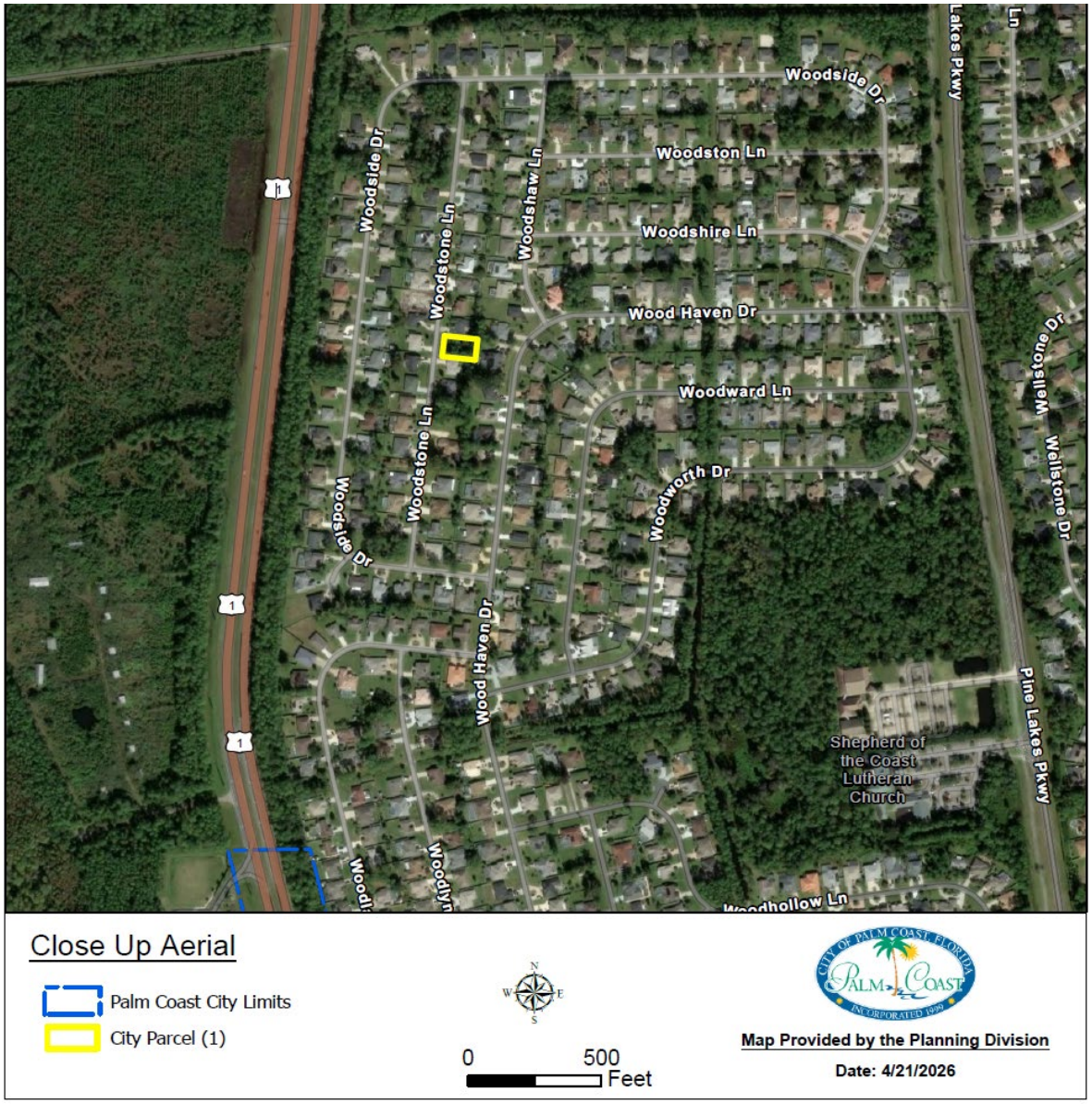
0 400 Feet

Map Provided by the Planning Division

Date: 4/21/2026

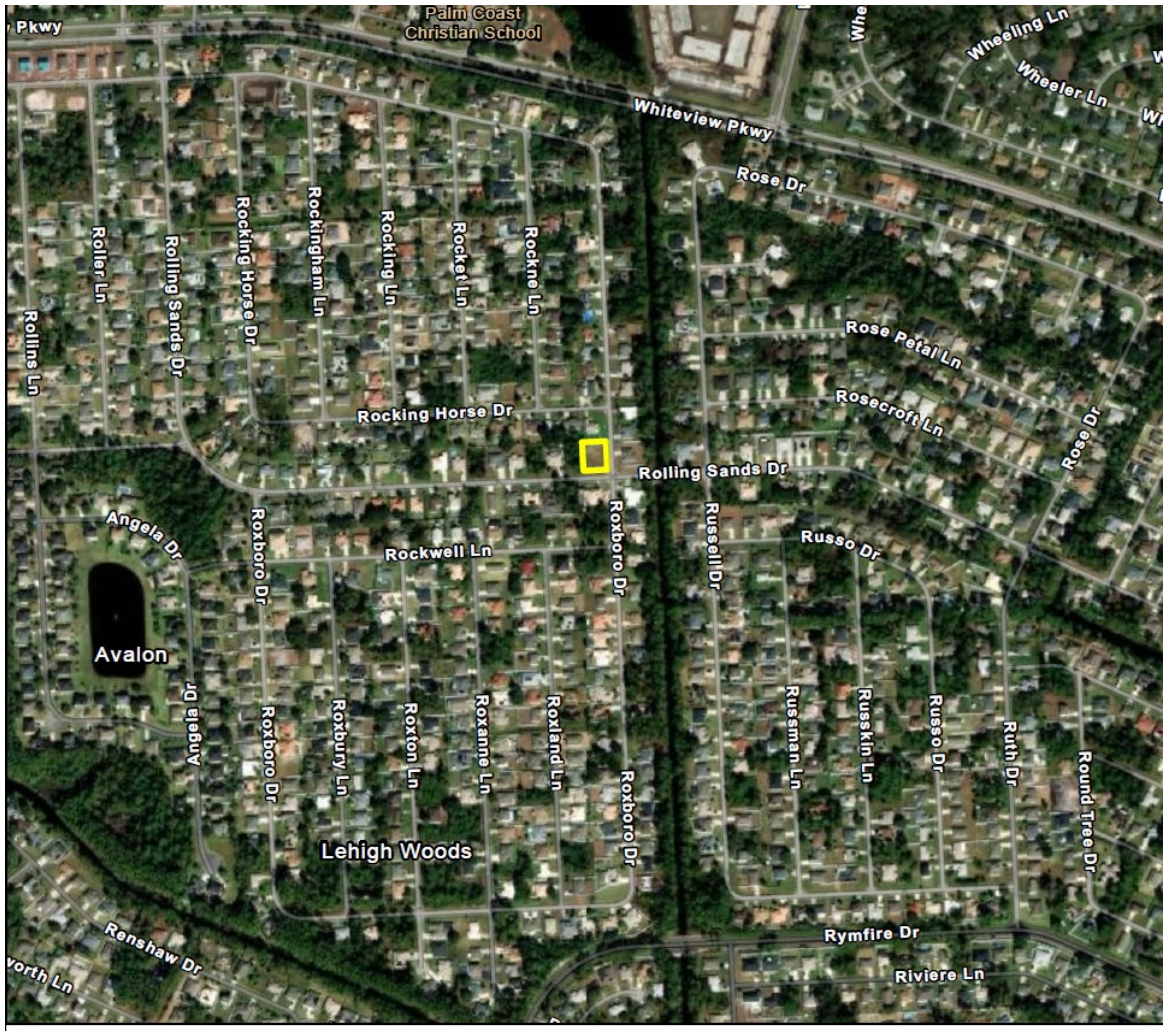
- Donation of four (4) drop lots.
- Acceptance of these parcels was for use by stormwater.
- Single Family zoning.

20 Woodstone Lane



- Acquired by Code Action
- Potential Utility use.
- Single Family zoning.

79 Rolling Sands



Close Up Aerial

Palm Coast City Limits

City Parcel (1)

0 600 Feet

Map Provided by the Planning Division

Date: 4/21/2026

- Acquired by Code Action
- Potential Utility use
- Single Family zoning.

Options:

- Adopt public lands list as presented
- Amend the public lands list (you may remove any lots with Council consensus).

RESOLUTION 2026-____
MUNICIPAL PROPERTY LIST

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE CITY OF PALM COAST MUNICIPAL PROPERTY (A.K.A. PUBLIC LAND) LIST; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 166.0451, Fla. Stat. Disposition of municipal property for affordable housing, the City of Palm Coast has to present a list of public lands for Council's consideration to adopt the list every three years and make the inventory list available on the City's website to encourage potential development; and

WHEREAS, in June 2023, City Council was presented with the City's land assets and at that time, there was only one (1) parcel that met the criteria for public lands; and

WHEREAS, the affordable housing law was amended after the presentation to Council and changed how to define parcels for affordable housing; and

WHEREAS, due to the change in the law, the City has identified additional lands as public lands for Council's consideration; and

WHEREAS, the City Council desires to adopt the inventory list of public lands for affordable housing to be made available to the public to encourage potential development.

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 PUBLIC LANDS LIST. The City Council hereby approves the list of public lands, as attached hereto and incorporate herein by reference as Exhibit "A."

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 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 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 19th 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

Attachment: Exhibit “A” - Public Property List

EXHIBIT "A"
CITY OWNED PARCELS
PUBLIC LANDS

Parcel ID	Legal	Property Use	Acreage	Address
07-11-31-7059-00740-0040	PALM COAST SEC 59 BLK 74 LOT 4 OR 687 PG 1052 OR 1225 PG 1097	DROP LOT	0.23	NORTH OF SEMINOLE WOODS PARK
07-11-31-7059-00740-0050	PALM COAST SEC 59 BLK 74 LOT 5 OR 687 PG 1052 OR 1225 PG 1097	DROP LOT	0.232	NORTH OF SEMINOLE WOODS PARK
07-11-31-7059-00740-0060	PALM COAST SEC 59 BLK 74 LOT 6 OR 687 PG 1052 OR 1225 PG 1097	DROP LOT	0.232	NORTH OF SEMINOLE WOODS PARK
07-11-31-7059-00740-0070	PALM COAST SEC 59 BLK 74 LOT 7 OR 687 PG 1052 OR 1225 PG 1097	DROP LOT	0.232	NORTH OF SEMINOLE WOODS PARK
07-11-31-7059-00740-0080	PALM COAST SEC 59 BLK 74 LOT 8 OR 687 PG 1052 OR 1225 PG 1097	DROP LOT	0.232	NORTH OF SEMINOLE WOODS PARK
07-11-31-7059-00740-0100	PALM COAST SEC 59 BLK 74 LOT 10 OR 687 PG 1052 OR 1225 PG 1097	DROP LOT	0.23	NORTH OF SEMINOLE WOODS PARK
07-11-31-7059-00740-0110	PALM COAST SEC 59 BLK 74 LOT 11 OR 687 PG 1052 OR 1225 PG 1097	DROP LOT	0.258	NORTH OF SEMINOLE WOODS PARK
07-11-31-7059-00750-0010	PALM COAST SEC 59 BLK 75 LOT 1 OR 687 PG 1052 OR 1225/1137	DROP LOT	0.287	NORTH OF SEMINOLE WOODS PARK
07-11-31-7059-00780-0100	PALM COAST SEC 59 BLK 78 LOT 10 OR 687 PG 1052 OR 1225/1137	DROP LOT	0.287	NORTH OF SEMINOLE WOODS PARK
07-11-31-7059-00790-0010	PALM COAST SEC 59 BLK 79 LOT 1 OR 687 PG 1052 OR 1225/1137	DROP LOT	0.258	NORTH OF SEMINOLE WOODS PARK
07-11-31-7059-00790-0020	PALM COAST SEC 59 BLK 79 LOT 2 OR 687 PG 1052 OR 1225/1137	DROP LOT	0.23	NORTH OF SEMINOLE WOODS PARK
07-11-31-7059-00790-0030	PALM COAST SEC 59 BLK 79 LOT 3 OR 687 PG 1052 OR 1225/1137	DROP LOT	0.232	NORTH OF SEMINOLE WOODS PARK
07-11-31-7059-00790-0040	PALM COAST SEC 59 BLK 79 LOT 4 OR 687 PG 1052 OR 1225/1137	DROP LOT	0.232	NORTH OF SEMINOLE WOODS PARK
07-11-31-7059-00790-0050	PALM COAST SEC 59 BLK 79 LOT 5 OR 687 PG 1052 OR 1225/1137	DROP LOT	0.232	NORTH OF SEMINOLE WOODS PARK
07-11-31-7059-00790-0060	PALM COAST SEC 59 BLK 79 LOT 6 OR 687 PG 1052 OR 1225/1137	DROP LOT	0.232	NORTH OF SEMINOLE WOODS PARK
07-11-31-7059-00790-0070	PALM COAST SEC 59 BLK 79 LOT 7 OR 687 PG 1052 OR 1225/1137	DROP LOT	0.232	NORTH OF SEMINOLE WOODS PARK
07-11-31-7059-00790-0080	PALM COAST SEC 59 BLK 79 LOT 8 OR 687 PG 1052 OR 1225/1137	DROP LOT	0.23	NORTH OF SEMINOLE WOODS PARK
07-11-31-7063-00640-0060	PALM COAST SECTION 63 BLOCK 00064 LOT 0006 SUBDIVISION COMPLETION YEAR 1981 OR 804 PG 443 OR 2058/397	DROP LOT	0.273	Z section SW of Zeus Path
07-11-31-7063-00640-0070	PALM COAST SECTION 63 BLOCK 00064 LOT 0007 SUBDIVISION COMPLETION YEAR 1981 OR 804 PG 443 OR 2058/400	DROP LOT	0.273	Z section SW of Zeus Path
07-11-31-7063-00640-0080	PALM COAST SECTION 63 BLOCK 00064 LOT 0008 SUBDIVISION COMPLETION YEAR 1981 OR 804 PG 443 OR 2058/403	DROP LOT	0.245	Z section SW of Zeus Path
07-11-31-7063-00640-0090	PALM COAST SECTION 63 BLOCK 00064 LOT 0009 SUBDIVISION COMPLETION YEAR 1981 OR 804 PG 443 OR 2058/423	DROP LOT	0.24	Z section SW of Zeus Path

Parcels acquired by Code Action:

1. Parcel ID: 07-11-31-7032-00660-0620 79 Rolling Sands Dr./vacant/.287 acres PALM COAST SECTION 32 BLOCK 00066 LOT 0062 SUBDIVISION COMPLETION YEAR 1979 OR 336 PG 901 OR 893 PG 1133 OR 2377/1242-RESOLUTION 19-77

2. Parcel ID: 07-11-31-7027-00100-0060 20 Woodstone Lane/vacant/.2296 acres PALM COAST SEC 27 BLK 10 LT 6 OR 339 PG 790 OR 499 PG 1930(DC) OR 499 PG 1929 (ACM) OR 599 PG 1057 OR 648 PG 192OR 949 PG 540 OR 1803 PG 15 OR 1984/118 OR 2311/1373 OR 2377/1242-RESOLUTION 19-77

City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026 **Agenda Item:** N.1

Department	FINANCE	**Amount**	
Division	FINANCE	**Org/Account #**	
Subject:	REPORTING OF EMERGENCY AND SOLE SOURCE FOR APRIL 2026		
Presenter:	**Michael McGlothlin, MBA-PA, City Manager**		

Attachments:

1. Emergency and Sole Source Purchase Report

Background:

Attached is a list of all emergency and sole source purchases for the month of April 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

APRIL 2026 SOLE SOURCE PURCHASES					
Entry Date	**Req #**	**Total Amount**	**Vendor**	**Description**	**Department**
4/21/2026	1495	$7,257.60	PEDIATRIC EMERGENCY STANDARDS INC.	HandTevy Annual Subscription	FIRE
4/22/2026	1506	$26,428.92	BREATHING AIR SYSTEMS COMPANY	Cascade Fill Station for FS 21	FIRE
4/28/2026	1523	$5,986.00	VALMONT INDUSTRIES INC	S&S- Signal Mast Arms	STREETS MAINTENANCE
EMERGENCY PURCHASES					
4/21/2026	1489	$3,355.37	PROGRESSIVE POWER PRODUCTS, INC.	#1890 Fire Fleet Repair	FLEET MANAGEMENT
4/21/2026	1498	$17,403.12	AIRGAS USA, LLC	Liquid Oxygen for WTP #3	WATER TREATMENT PLANT #3
4/30/2026	1540	$42,980.00	WASTEWATER SOLUTIONS LLC	EMERGENCY WASTEWATER PUMP REPAIRS	WASTEWATER CAPITAL

City of Palm Coast, Florida
Agenda Item

Agenda Date: May 19, 2026 **Agenda Item:** O.1

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

	June 2, 2026 Business Meeting (6 p.m.)	**PRESENTER**
Resolution	SAP Adoption	McGlothlin
Ordinance 2nd	Charter Amendments	Duffy
Resolution	Evaluation of SR 100 Community Development	McKinney/Zobler
	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
Presentation	Review Authority, Enforcement and Procedures - Chapter 2 LDC	Planning
Presentation	Tree Preservation, Buffers - Chapter 11 LDC	Planning
Presentation	Flagler County Housing Services	Hegedus/Gonzalez
	June 16, 2026 Business Meeting (9 a.m.)	**PRESENTER**
Presentation	FCSO	FCSO
Ordinance 1st	Lakeview Estates FLUM Amendment	Hanson
Ordinance 1st	Lakeview Estates MPD Amendment	Hanson
Resolution	YMCA Agreement	Hirst
Resolution	Cultural Arts Facility Master Plan	Gebo
Resolution	LHAP Housing Development Allocation	Hegedus/Gonzalez
Resolution	MSA for Wastewater System Program Management & Engineering Services	Roche
	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
Resolution	City Hall Exterior Modifications	Gebo
	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**
Appointments	Code Enforcement Board	Cook
Resolution	Adopt Proposed Millage Rate (TRIM Rate)	Financial Services
Ordinance 1st	Magnolia Trace (OARE) MPD Amendment	Papa
Ordinance 1st	Adoption of the LDC	Nguyen
Resolution	Initial Nuisance Abatement	Grossman
Resolution	Flagler Landings Technical Site Plan Tier 3	Hanson
Resolution	Flagler Landings Proportionate Share Agreement	Nguyen
	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	Adoption of the LDC	Nguyen
Ordinance 1st	West Parcel Annexation	Nguyen/Papa
Ordinance 1st	Western Parcel FLUM	Papa
Ordinance 1st	Western Parcel MPD	Papa
Presentation	Western Parcel Abandonment of the DRI	Papa
	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**
Ordinance 2nd	Magnolia Trace (OARE) MPD Amendment	Papa

Resolution	Final Nuisance Abatement	Grossman
	September 8, 2026 Workshop (9 a.m.)	**PRESENTER**
Presentation	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
Ordinance 1st	West Parcel Annexation	Nguyen/Papa
Ordinance 1st	Western Parcel FLUM	Papa
Ordinance 1st	Western Parcel MPD	Papa
Resolution	Western Parcel Abandonment of the DRI	Papa
	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	Flagler County Housing Services	Paradowski, Byrer, Gonzalez
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	OKR North Phase 2 - Construction Contract, CEI Services, Project Contingency	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	Prosperity 2035 Adoption	McKinney/NEFRC
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 ROW	Smith/Nguyen
Resolution	Kensington Right of Way Agreement	Smith/Nguyen

Meeting Calendar for 6/2/2026 through 12/29/2026

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

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

Meeting Calendar for 6/2/2026 through 12/29/2026

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

9/9/2026
City Council Budget Hearing
City Hall

9/15/2026
City Council Business Meeting
City Hall

9/23/2026
City Council Budget Hearing
City Hall

Meeting Calendar for 6/2/2026 through 12/29/2026

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

12/15/2026
City Council Business Meeting
City Hall