



City Commission Regular Meeting Agenda **AMENDED**

Thursday, August 28, 2025 at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136



All meeting items will be continued until meeting is complete.

1. **Call the meeting to order**
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders**
3. **Proclamations and Awards**
4. **Deletions and changes to the agenda**
5. **Public comments regarding items not on the agenda**

Citizens are encouraged to speak. However, comments should be limited to three minutes. A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.
6. **Consent Agenda**
 - a. Approve the Regular Meeting Minutes of July 10 and 24, 2025, and the Workshop Meeting Minutes of August 6 and 7, 2025.
7. **General Business**
 - a. Receive a presentation from the Northeast Florida Regional Council on the recently completed comprehensive vulnerability assessment of Flagler County, including a compound flooding analysis, and associated adaptation plan to address the vulnerabilities.
 - b. Interview and appoint members to the Parks Committee.
 - c. Resolution 2025-57. A Resolution by the City Commission of the City of Flagler Beach, Florida, to codify the Goals of the City Commission as developed from the Strategic Planning Session; providing for conflict and an effective date.
 - d. Resolution 2025-59. A Resolution by the City Commission of the City of Flagler Beach to award construction services for clearing blockages in the North Clarifier underground piping at the Wastewater Treatment Plant to U.S. Submergent Technologies for an amount not to exceed \$52,500; providing for conflict and an effective date.
 - e. Resolution 2025-62. A Resolution by the City Commission of the City of Flagler Beach to award construction services for lift station rehabilitation to Ferreira Construction Company for an amount not to exceed \$1,969,971.00; providing for conflict and an effective date.
 - f. Resolution 2025-63. A Resolution by the City Commission of the City of Flagler Beach approving an agreement with CPH Consulting, LLC for Engineer of Record services for the construction of the Wastewater Treatment Plant for an amount not to exceed \$1,991,460.00; providing for conflict and an effective date.
 - g. Resolution 2025-64. A Resolution by the City Commission of the City of Flagler Beach to authorize the purchase of three new 45KW Generators from Generac Power Systems Inc., utilizing an existing Generac

Power Systems contract with Sourcewell, for an amount not to exceed \$105,185.86; providing for conflict and an effective date.

- h. Resolution 2025-65. A Resolution by the City Commission of the City of Flagler Beach, Florida, adopting 2025/2026 Fee Schedule for Water, Sewer, Stormwater, Sanitation, Building Permit, Inspections, Plan Review, Growth Management Technology, Zoning and Land Development, Engineering Permit and Review, Business Licensing, Impact, Library, Police, Fire, Administrative, and other miscellaneous fees; repealing Resolutions 2025-08, 2021-24, 2016-20, 2012-46 and 2011-33; providing for conflict and an effective date.
- i. Resolution 2025-66. A Resolution by the City Commission of the City of Flagler Beach, Florida, for the creation of a Flagler Beach Community Redevelopment Association Advisory Board; providing for the establishment, purpose and duties of said board; providing for appointed members and terms; setting forth Officers, rules and procedures; providing a sunset clause; and providing an effective date.
- j. Resolution 2025-71. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a contract with the Overhead Door Company for the emergency replacement and repair of the Emergency Services Building bay doors in an amount not to exceed \$73,950; providing for conflict and an effective date.
- k. Resolution 2025-72. A Resolution by the City Commission of the City of Flagler Beach authorizing the City Manager to extend the Wickline Center Facility Use Agreement with Salty Church on a month-to-month basis, but no later than September 30, 2025; providing for conflict and an effective date.

8. Public Hearings

- a. Application PVAR25-0002: Variance – Applicant is requesting a variance from the Land Development Code, Article II, Section 2.04.02. Design Guidelines, Location (2) and (5). Applicant requests relief from the land development code minimum standards for a two-way drive requiring eighteen feet (18') for a two-way drive for commercial use to a twelve-foot (12') lane for a two-way commercial use drive. Location: 907 N Ocean Shore Blvd., Flagler Beach, FL.
- b. Ordinance 2025-09. An Ordinance of the City Commission of the City of Flagler Beach, FL, Facilities Supply Work Plan as required by 163.3177, Florida Statutes; providing for the adoption of amendments to the City's Comprehensive Plan to implement the updated Water Facilities Supply Work Plan; providing for adoption of updated policies within the Comprehensive Plan Public Facilities Element; providing for adoption of amendments to the Capital Improvement Element providing for updated Five-year Schedule of Capital Improvements; providing for transmittal to the State Land Planning Agency, Department of Economic Opportunity; providing the repeal of laws in conflict; providing for severability; providing for an effective date - final reading.
- c. Ordinance 2025-10. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the City's Comprehensive Plan to incorporate and make reference to certain State Legislation including the State's adoption of and amendments to the Live Local Act and other State Legislation related to Affordable Housing, Energy Resources, and Resiliency; providing for transmittal to the State Land Planning Agency, Department of Economic Opportunity; providing the repeal of laws in conflict; providing for severability; providing for an effective date -final reading.
- d. Ordinance 2025-11. An Ordinance of the City of Flagler Beach, Florida, amending the Comprehensive Plan to add a property rights element; providing for conflicts, severability, and an effective date - final reading.
- e. Ordinance 2025-12. An Ordinance by the City Commission of the City of Flagler Beach, Florida, Amending the Code of Ordinances, Creating Section 11-9 Related to Litter and Requiring Owners and Operators of Certain Retail Establishments to Install Adequate Garbage Receptacles for Litter Generated by the Business Activity; Providing for Severability and Providing for an Effective Date (Second [Final] Reading).

- f. Ordinance 2025-13. An Ordinance of the City of Flagler Beach, Florida, amending the Code of Ordinances related to the safe interaction of people fishing, people swimming, and people walking on the beach; providing for designation of areas of the beach within which surfcasting or other forms of fishing from the shoreline are prohibited; providing for severability; and providing an effective date (First Reading).
- g. Ordinance 2025-14. An Ordinance of the City of Flagler Beach, Florida, amending Chapter 6, Beaches and Recreation, Section 6-41, "Use Charges," Chapter 5, Animals, deleting Section 5-6 "Requirements for Registering/Licensing of Animals", amending Section 5-19, "Fees", amending Chapter 3, Alcoholic Beverages, Section 3-19 "Permit for Nonprofit Organization; Application; Approval," amending Chapter 16, Sales, Article II, Canvassers and Solicitors, Section 16-18, "Application; Fee," Section 16-19, "Investigation of Issuance," deleting Section 16-20, "Surety Bond," amending Section 16-24, "Inapplicability of Sections 16-18 through 16-20 to Designated Persons," amending Chapter 19 Traffic and Motor Vehicles, Section 19-55 "Enforcement" and amending Chapter 22, Watercraft and Waterways; Article II, Bulkheads; Division 3, Intracoastal Waterway, Section 22-52 "Building Permit, Fee," of the Code of Ordinances; amending sections of the code that are no longer applicable; providing for conflicts; providing for severability; and providing for an effective date (First Reading).
- h. Ordinance 2025-15. An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending the City Charter Sections 7.05(b) Runoff and 7.02(a) Qualifying; modifying the runoff election date and qualifying period for the 2026 General Municipal Election and in each subsequent year except for those years that are multiples of four (4) to a period that is in harmony with the Statutory Vote-By-Mail requirements imposed on the Supervisor of Elections; providing for severability; providing for conflicts; providing for codification; and providing an effective date (First Reading).

9. Staff Reports

- a. City Attorney
- b. City Manager
- c. City Clerk

10. Commission Comments

- a. Commission comments, including reports from meetings attended
- b. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.

11. Adjournment

RECORD REQUIRED TO APPEAL: In accordance with Florida Statute 286.0105 if you should decide to appeal any decision the Commission makes about any matter at this meeting, you will need a record of the proceedings. You are responsible for providing this record. You may hire a court reporter to make a verbatim transcript. The City is not responsible for any mechanical failure of the recording equipment. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at (386) 517-2000 ext 233 at least 72 hours prior to the meeting. The City Commission reserves the right to request that all written material be on file with the City Clerk when the agenda item is submitted.



City Commission Regular Meeting Minutes

Thursday, July 10, 2025, at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136



Present. Mayor Patti King, Chairman James Sherman, Vice-Chairman Rick Belhumeur, Commissioners Eric D. Cooley, John Cunningham and Scott Spradley, City Attorney D. Andrew Smith, III, City Manager Dale L. Martin and City Clerk Penny Overstreet.

1. **Call the meeting to order.** Chairman Sherman called the meeting to order at 5:34 p.m.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders.** Mayor King led the pledge to the flag.
3. **Deletions and changes to the agenda.** Chairman Sherman reported Item 6 a is removed from the agenda.
4. **Public comments regarding items not on the agenda.** Steve Dalley commented on the Parade, and then on the lack of maintenance to city property, he expressed opinion on the expense of the Beach Walk Project. Robby Robert commented that the city lacks maintenance. Ken Bryan suggested enforcing code to make a property owner fix their properties. Chairman Sherman closed public comments. Mr. Martin responded stating code enforcement is citing derelict structures. Discussion ensued and City Attorney advised the 1st action is a notice of violation, code enforcement staff must give a reasonable time to complete the work, that is usually 30 days, sometime after that a magistrate hearing is scheduled with another 30-day notice. Attorney Smith reiterated state law requires reasonable time to cure. Mr. Martin stated sidewalk maintenance on A1A is the sole responsibility of FDOT. Mr. Martin continued advising that the Beach Walk Project is in Design Phase II.
5. **Consent Agenda**
 - a. Approve the June 26, 2025, Regular Meeting Minutes. Commissioner Belhumeur requested an amendment to the minutes. “Commissioner Belhumeur suggested questioned why the Pier construction office is being moved to bait shop, if we are just going to tear it down.” Motion by Commissioner Cooley to approve the Consent Agenda as amended. Commissioner Belhumeur seconded the motion. The motion carried unanimously.
6. **General Business**
 - a. Resolution 2025-47. A Resolution by the City Commission of the City of Flagler Beach, Florida, accepting the dedication of infrastructure from Gardens at Hammock Beach Community Development District; Veranda Bay Phase 1 through 3 as depicted in the exhibits of the Bill of Sale attached hereto; providing for conflict and effective date. This item was removed from the agenda.
 - b. Discussion/direction regarding City of Flagler Beach Ocean Palm Golf Course. Mr. Martin stated he is looking for direction from the Commission regarding disposition of the property. Attorney Smith advised tonight is your decision as to if you want staff to enter negotiations with the potential buyer. This is not a decision to sell tonight it is a decision to negotiate a sale which you would later approve or deny. Attorney Jay Livingston reviewed a Power Point Presentation on the tenant’s proposal for the golf course improvements. Mr. Livingston spoke of the significant investment needed to develop these proposals and indicated that is why the purchase is needed to secure this investment. Mr. Livingston spoke of Stormwater Management, which is needed for the proposed improvements, highlighting that a portion of the St. Johns Rivier Water Management permit which includes three (3) new wet detentions, a pond used for irrigation, and offsite

Commented [PO1]: Amended at the July 10, 2025 Commission Meeting. Motion by Commissioner Cooley to approve the Consent Agenda as amended. Commissioner Belhumeur seconded the motion. The motion carried unanimously.

stormwater runoff will continue to drain to the golf course. It will be collected and treated, it is now designed and permitted under the new rules, there will now be water quality proponents to provide a net reduction in the total nitrogen and total phosphorus. Attorney Livingston reported the upgraded clubhouse is necessary to ensure the success of this proposal. He stated we have what is needed to go to site plan review. A representative of the owner for the financials, Tanuj Seoni, stated they have invested 200k in engineering and the permits for SJRWMD, this will be a 6-million-dollar buildout when complete (golf course and building). The quality of the course is indicative of how much you put in and maintain. Mr. Seoni stated 200k would be budgeted for maintenance each year. Mr. Seoni advised they intend to utilize a locally sourced design and construction specialist. In closing Mr. Seoni stated the vision for the course is designed to increase home value. Commissioner Spradley feels the timeline as presented is a wish list of how you wish things to go, benchmarks are how the project will go about meeting them; the city sells the course, and he is off and running. What Commissioner Spradley is hearing from the residents is; how does the city ensure that the timeline is adhered to. Commissioner Spradley stated he would like benchmarks included in the sale agreement. Attorney Livingston stated they intend to move forward, there are ways to purchase, with funds in escrow to revert if they do not meet a benchmark, there are ways, it's up to the creativity of the attorneys. He said they want to start and get in on the growing season, if there are some safeguards built in my client is agreeable. Attorney Smith advised the officials, the deed restrictions let you quell back some of your concerns, but if you add something too stringent, a bank may not provide the loan. He noted you can tie some of those benchmarks in but not as strict as if we were the owner. Commissioner Belhumeur asked about our existing stormwater on the property. Attorney Livingston responded they would have to account for that, and they would be closing with that St. Johns River Water Management District (SJRWMD) permit in mind, it's all incorporated in, they must account for the existing drainage and are using the same stormwater engineers as the city. We can convey or have a maintenance agreement where the city can enter and maintain.

Commissioner Cunningham asked Attorney Smith if the tenant cannot purchase, what happens with the remainder of the five (5) years on the lease. Attorney Smith responded the lease remains in place. Attorney Smith said tonight the request is for a letter of intent (LOI). Commissioner Cooley referring to the Agenda Item; does this body want to enter negotiations with the client. Attorney Smith responded yes, and once negotiated staff would then present that sale agreement to the Commission for consideration, if approved, there would be two more public hearings of an ordinance allowing the sale then closing.

Commissioner Cunningham asked Mr. Seoni how they will follow the lease going forward from today. Mr. Seoni responded when Mr. Ryan returns he will advise what needs to be done to make the course operational, and regardless, the irrigation must be completely redone. Attorney Smith advised Commissioner Cunningham if you are intending to move forward on a sale then yes enforce the conditions, but if you are not, give some grace beyond the LOI. Commissioner Cunningham inquired to Mr. Seoni whether it is possible to get the course back open before you begin construction. Mr. Seoni responded he cannot answer those questions, and Mr. Ryan would be the person to determine if it is feasible for a working model. Attorney Smith advised there may be some room to put these kinds of items into negotiations. Attorney Livingston stated he would confer with his client and report if they can, or if not why, and report this information to the City Manager.

Chairman Sherman opened public comments: Mark Imhoff spoke in opposition to selling the course. Christine Healy wants the city to sell the golf course to Mr. Ryan. Chris Conklin spoke in favor of the sale of the golf course. Lisa Journo spoke in opposition to the sale. Ryan Jones spoke in opposition to the sale to the current tenant. Doug Wilki spoke in favor of the sale to the tenant. Ken Bryan suggested more investigation. Corey Montihue spoke in opposition to the sale. RJ Santore spoke in opposition to the sale. Ken Journo voiced concern about finances. Midori Imhoff is concerned about traffic if sold. Chairman Sherman closed public comment.

Discussion ensued regarding the Appraisers' comments that deed restrictions would severely affect the appraisals provided. Commissioner Cooley feels it is their due diligence to negotiate. He continued and stated his city cannot maintain a golf course, with any number of volunteers. He said proper deed restrictions and safeguards would be put in place. The Commission has already workshopped the topic of whether this should be a golf course and many options have been considered. Commissioner Spradley echoed Commissioner Cooley and reminded this was just to open conversations. Commissioner Spradley commented; the city to continue to be in the golf course business would be the biggest failure of all. Commissioner Belhumeur agreed that the expense outweighs the revenue. Commissioner Cunningham stated he's fine with negotiation but still feels we should explore other options. Mayor King commented she is open to negotiations to see what works out and would like it to remain a golf course. Chairman Sherman agrees with Commissioner Belhumeur and commented we are hemorrhaging money. Motion by Commissioner Cooley to move forward with negotiations with plans for Ocean Palm and authorize the City Manager to sign a letter of intent. The motion carried four to one, with Commissioner Cunningham voting no.

Chairman Sherm recessed the meeting at 7:16 p.m.

Chairman Sherman reconvened the meeting at 7:30 pm.

- c. Resolution 2025-57. A Resolution by the City Commission of the City of Flagler Beach, Florida, to codify the goals of the City Commission as developed from the Strategic Planning Session, providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Commissioner Cooley reported he would like to see a more robust document and felt the Strategic Planning Session document was reflective of the work done. Commissioner Belhumeur agreed with Commissioner Cooley and shared concern inquiring if last year's goals had been accomplished including the Land Development goals. He suggested looking back on notes from the last Strategic Planning Session. Mr. Martin stated the items on the Plan from last year would come off and many of them had been completed. He asked the Commission to review the notes provided and respond to him with their goals and expectations. Mr. Martin requested the Commission define the Goals. Commissioner Spradley agreed that the Commission should review the document and come back with goals and expectations. Mayor King and Commissioner Cunningham concurred. Mr. Martin asked to receive the Commission's feedback after attending the Florida League of Cities. No action on the resolution was taken.
- d. Resolution 2025-58. A Resolution by the City Commission of the City of Flagler Beach, Florida, to award Construction Services for Public Works projects to US Water Solutions Corporation for an amount not to exceed \$165,638.00; providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Mr. Martin advised the projects were included in this year's capital budget and the proposed contractor came in with the low bid; after reviewing the bid and references staff recommend award to US Water Solutions. Commissioner Belhumeur asked City Engineer Bill Freeman about the proposed sewer connections. Mr. Freeman said the residents would be connected to the City's system and that the homeowners would need to pay to have a PEP tank installed and maintain it. Commissioner Belhumeur asked what the backup would be if the city abandoned the current water lines. Mr. Freeman explained the lines were cross-connected and that all citizens' services would still be maintained. Commissioner Belhumeur indicated his home experienced low water pressure, but a neighbor experienced high water pressure he inquired what might cause that. Mr. Freeman said typically staff would hear from residents about issues and staff then respond. Commissioner Cooley spoke of previous discussions of connection to city sewer on Oak Street, and the expense to residents, and their ability to pay; he stated that the road needs to be paved as well. He suggested the City Manager schedule discussions with the homeowners before moving forward with this type of project. Attorney Smith advised this is not just a capital improvement goal it is state law. Mr. Martin stated this has been a goal for five years. City Clerk Overstreet advised the code has provisions for the impact fee to be paid in installments and stated if paving, the design standards require stormwater improvements. Mayor King asked if the residents had been involved in conversations and if they knew the project was being brought forward. Commissioner Cunningham asked if the project would tie into an existing manhole. Mr. Freeman responded yes, and it would loop into Pine Tree Street. Commissioner Cunningham suggested using asphalt instead of paving. Jennifer Crews, Public Work Supervisor, reported there were

resources available to use on the street and the only improvements have been grading. Mr. Martin suggested following the City's design standards. Motion by Commissioner Belhumeur to approve Resolution 2025-58. Commissioner Cunningham seconded the motion. Chairman Sherman opened public comments. No comments were offered. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

7. Public Hearings

- a. Ordinance 2025-12. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Code of Ordinances, creating Section 11-9 related to litter and requiring owners and operators of certain retail establishments to install adequate garbage receptacles for litter generated by the business activity; providing for severability and providing for an effective date. Attorney Smith read the title of the Ordinance into the record. Clerk Overstreet reported due to advertising deadlines this ordinance would not return for final reading until the August 28th meeting. Commissioner Cooley requested retail merchandise included along with food and drink vendors. Commissioner Cunningham asked what type of receptacles were being considered. Attorney Smith responded it was up to the business owner, but they would be required to have sufficient receptacles and felt this would have a bigger impact on retail. Motion by Commissioner Belhumeur to approve Ordinance 2025-12. Commissioner Cooley seconded the motion. Chairman Sherman opened public comments. Ken Bryan spoke of a grant from Keep Florida Beautiful that provided four receptacles. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

8. Staff Reports

- a. City Attorney
Reported he will be working on the ordinance to permit chickens, he asked the Commissioners whether they would agree to a "pilot program". He then inquired if the Commissioners were okay with a maximum of 10 permits within the city. The Commission reached a consensus and suggested five. Attorney Smith advised it could be increased and proposed it for a discussion item on the August 28th agenda.
- b. City Manager
Reported the Ad Hoc Parks Committee had sunset, and a resolution would come before the Commission to establish a Parks Committee of continuous existence. Mr. Martin reviewed he had emailed information to the Commission and the Press providing a tentative timeline for pier construction. He said the Turtle Nest was having no impact on the construction timing for the Pier.

City Clerk

Reminded the Joint City/County meeting is scheduled for August 27th. She reported the County added Beach Management and Humane Society as agenda topics. The Commission suggested adding Lifeguard funding to the discussion. Chairman Sherman suggested adding a topic regarding a united front for funding opportunities to present to State legislators.

9. Commission Comments

- a. Commission comments, including reports from meetings attended

Mayor King was looking forward to a Parks Board and reported the branding efforts are moving forward.

Commissioner Spradley said the City did a great job with the 4th of July event and thought we should be thinking about next year's event. He said he would be resuming his town hall meetings on Saturdays at 9:00 am.

Commissioner Belhumeur was at the Parks Ad Hoc meeting and hoped some members would apply for the Parks Board. He said Veteran's Park was discussed during the meeting. He thought the Commission should

discuss that further and consider a plan. He asked the Commission their opinion. Commissioner Cooley recalled the Parks Ad Hoc group would be involved. Mr. Martin said the new Parks Board would continue with that discussion and there was support for a more thorough plan, rather than moving forward immediately with the fountain presentation. The Commission and staff continued discussion about Veteran's Park and the process for determining the plan for the park. Mayor King noted that Mr. Bryan has been fund raising based on that design, so if not in support we should back off. Mayor King feels the parks improvements should be in phases, move forward with the fountain, and then we can design around it. Discussion turned into the contest held by Flagler Creates in which the design from Matanzas High School students was selected. Ken Byran advised that it was an expensive bronze statue and when the Rotary pulled the 40k they pledged that idea was dropped. Commissioner Belhumeur suggested implementing the original design on a smaller scale. Discussion of cost and eventual landscape design ensued. Mr. Martin requested clear directions. The Commission reached a consensus to have the City Manager form the Committee and have the Committee present the Commission with a plan for a decision.

Commissioner Cunningham asked if we could implement a safe swimming zone. Attorney Smith advised he could present an ordinance for consideration on the August 28th agenda. Commissioner Cunningham requested an update from Engineering on the S. 25th Street pump station. Mr. Freeman reported the cast in place pipe was installed last night, the lining of the wet well is scheduled next week, and then new pump installation. Commissioner Cunningham requested installation of a No Right Turn sign at intersection of S. 2nd and S. Central.

Commissioner Cooley requested an item on the July 24th agenda to discuss and come to consensus on stance of the Joint City/County Workshop agenda items.

Commissioner Sherman requested the Fuquay monument in Veterans Park be repaired or remove the plaque and place it in the Museum.

b. Public comments regarding items not on the agenda. No comments were offered.

10. Adjournment. Commissioner Cooley put forth a motion to adjourn the meeting at 9:01 p.m.

James Sherman, Chairman

Attest

Penny Overstreet, City Clerk



City Commission Regular Meeting Minutes

Thursday, July 24, 2025, at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136



Present: Mayor Patti King, Chairman James Sherman, Vice-Chairman Rick Belhumeur, Commissioners Eric Cooley, John Cunningham and Scott Spradley, City Attorney D. Andrew Smith, III, City Manager Dale L. Martin and City Clerk Penny Overstreet.

1. **Call the meeting to order:** Chairman Sherman called the meeting to order at 5:30 p.m.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders.** Mayor King led the pledge.
3. **Proclamations and Awards.** Fire Chief Cox announced firefighter Trey Poeira was promoted to Lieutenant, and PETA recognized him as a compassionate firefighter.
4. **Deletions and changes to the agenda.** Clerk Overstreet requested the meeting minutes of July 10, 2025, removed from the agenda.
5. **Public comments regarding items not on the agenda.** No comments were offered.
6. **Consent Agenda**
 - a. Approve the July 10, 2025, Regular and Workshop Meeting Minutes. The regular meeting minutes were removed.
 - b. Approve Employee Insurance Proposal for Medical, Dental, Life, and Hospital Gap
 - c. Approve a Participant Agreement for Disaster Debris Monitoring as a part of Flagler County Cooperative Procurement Contract 25-RFP-030 between the City of Flagler Beach and Thompson Consulting Services, LLC.
 - d. Approve a Participant Agreement for Disaster Debris Monitoring as a part of Flagler County Cooperative Procurement Contract 25-RFP-030 between the City of Flagler Beach and Eisman & Russo, Inc.

Motion by Commissioner Belhumeur to approve the consent agenda as amended. Commissioner Cooley seconded the motion. Chairman Sherman opened public comments. None were offered. Chairman Sherman closed public comments. The motion carried unanimously.

R General Business

- a. Resolution 2025-54. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving the Flagler Beachwalk Phase I and II 30% Design Elements; providing for conflict and an effective date. Tabled from the June 26, 2025, meeting. Attorney Smith read the title of the Resolution into the record. Gabe Perdomo, P.E., Moffatt and Nichol, provided the Officials with updated schematic drawings that reflect the revisions requested at the June 26, 2025, meeting. Mr. Perdomo reported he responded to questions from the City Manager regarding comments and questions the Officials posed on the 30% drawings. Joseph Pozzouli, Architect, for the project design, reviewed a Power Point Presentation on the design of the Pier Service Building. The roof line was lowered 3½ feet and the pitch was lowered as well. Single Ply Thermoplastic Polyolefin (TPO) roofs will be installed on the shed roof in green. Mr. Pozzouli stated there is no intent to repair the A-Frame it is in good shape. What he would like to do with this design is to clean it up, remove PVC downspouts, create unused closet space for pedestrian space and stain the wood on the

underside the color Haint Blue. Mr. Pozzouli reviewed the restroom facilities; the benches were incorporated to hold bags and personal items since the design does not have a sink counter. Mr. Pozzouli spoke about the purpose of the area between the commercial space and radio station, stating its purpose is for cross ventilation for the open-air restrooms. Mr. Pozzouli spoke of the proposed coquina stone veneer on the restroom exteriors, he stated there is a precast concrete product that looks like stone if you wish to implement value engineering. He then spoke of the wood exterior; he proposed cypress to match the existing restaurant and reported it has performed well in our environment. He feels the design enriches the architecture and hopes they agree. Mr. Perdomo reviewed the comments from the June 26th meeting.

- Remove the “Bait Shop” label replace with “Use to be Determined “TBD” by City”.
- Eliminate the open space and balcony between bait shop and radio room, creating additional commercial space. The open space/balcony provides ventilation and additional lighting for the restrooms. Recommendation is to keep the commercial space and the radio studio separate and retain the balcony.
- Eliminate the sloped roof elements above the re-built facilities (flat roof or minimal pitch to ensure visibility of A-Frame “Flagler Beach FLA” lettering). The roofs were lowered decreased total roof height by about 3½ feet. The slope was reduced to the minimum allowed. Roof height and visibility of the A-Frame lettering is like existing.
- Eliminate the change of metal roofing to the A-Frame. Aluminum standing seam roof is no longer proposed and has been changed to asphalt shingles.
- Eliminate stone shell exterior facade. The design now proposes concrete cast stone and cypress siding.
- If the circular sink remains as a design feature, provide shelving to accommodate users’ accessories/equipment (perhaps southern wall of each restroom?). Circular sinks remain and benches are proposed along southern wall inside the restrooms.
- Concern expressed regarding the sustainability/vulnerability of the northern-facing stair structure at the southeast corner of the facility. The stairs will shift south, no longer bearing on the concrete foundation and they will be separate structures.
- Consider composite decking vs timber for decking, rails, stairs. Composite is higher cost, but potentially lower considering the overall life cycle cost. Composite is recommended for the base bid and timber decking will be requested as a bid alternate for contractor pricing.
- Eliminate north facing stairs. The stairs were eliminated.

Mr. Perdomo reviewed a project timeline advising permitting is critical path for the design, and the existing building and demolition. The next steps are to receive from the Commission approval to proceed with 60% design, provide guidance on branding colors, etc. determine electrical service entrance and panel board location, and determine commercial space utility agreement.

Commissioner Belhumeur inquired about the commercial space, stating if the breezeway were eliminated we could potentially have three commercial spaces. Regarding the sloped roofs, he questioned control of the runoff. Commissioner Belhumeur suggested split face block for the exterior and requested a cost analysis.

Commissioner Spradley likes the sloped roofs and feels all his comments have been addressed.

Commissioner Cooley expressed concerns about funding the project, commenting the project designed has morphed into something that was not the original intent, and it needs to be more utilitarian and not a tourist center.

Commissioner Cunningham feels the breezeway needs to be retained, since the restrooms are not air conditioned. Commissioner Cunningham inquired what the cost difference is to have the cypress all the way around vs the concrete cast stone. Commissioner Cunningham stated he likes the design.

Mayor King agrees the breezeway needs to stay; she likes the original design and the addition of the blue stain under the A-Frame. Mayor King understands it is a cost increase, but feels we are at a crossroad, we have opportunity to improve.

Commissioner Sherman likes the design as well but feels more expenses need to be cut, where can we cut costs and find a balance and compromise to enhance within budget.

Commissioner Belhumeur asked why the exiting foundation, and pilings would have to be removed, they are in good shape.

Mr. Martin commented these are engineers' estimates. The original estimate for the pier was \$18 million and the bids came in at \$14 million. You can distribute the bid and include alternates or negotiate value engineering with the selected contractor. Discussion ensued regarding utilizing existing portions of the structure which are in good shape. Commissioner Cooley asked what the current engineers' estimate is. Mr. Perdomo responded \$2.8 million with a 20% contingency included and utilizing wood decking.

Chairman Sherman opened public comments. Paul Makytko agrees with the Mayor as a taxpayer he does not want an extravagant structure but wants it to be nice. He cautioned slashing design items. RJ Santore feels the utilization will be Palm Coast/County residents and tourists, and that we should get more funding from them. He has sat under the A-Frame and agrees that the exposed wiring and conduit need to be updated. Chairman Sherman closed public comments.

Commissioner Spradley would rather see the value engineering done before the bid process to prevent slowdowns. Mr. Martin suggested approving the 30% design, incorporating the cost saving measures into the 60 % percent design to keep within the timeline. Mr. Perdomo advised depending on the magnitude of the design changes it does make it challenging at the 60% level to make changes. Commissioner Belhumeur referred to his suggestion to utilize the existing pilings. Mr. Perdomo responded when Moffatt & Nichol first were brought into this project the interpretation was that this was not just a renovation it was to make this equivalent to the new pier structure as far as resilience and wave damage. He apologized for that interpreted direction if this is not what was expected. Mr. Perdomo reported the existing timber pilings will continue to decrease their life expectancy. Motion by Commissioner Spradley to table the item. Commissioner Belhumeur seconded the motion. The motion carried unanimously, after a roll call vote.

The agenda moved to Item 7c.

- b. Resolution 2025-47. A Resolution by the City Commission of the City of Flagler Beach, Florida, accepting the dedication of infrastructure from Gardens at Hammock Beach Community Development District; Veranda Bay Phase 1 through 3 as depicted in the Exhibits of the Bill of Sale attached hereto; providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. City Manager Martin reviewed the item. Stating upon advice from the Public Works Department that it is time to take over the infrastructure. We are already in ownership of one lift station. This is for the pipes in the ground, water, sewer and reuse. Commissioner Cunningham inquired if the developer is following the correct design guidelines for our standard designs. Commissioner Cunningham inquired if the city was in receipt of the Florida Department of Environmental Protection (FDEP) clearance letter for other phases. City Engineer Bill Freeman stated he emailed Commissioner Cunningham the other FDEP approval letters.

Discussion ensued regarding acceptance of the infrastructure. Chairman Sherman opened public comments. Comment was received from RJ Santore. Chairman Sherman closed public comments. Motion by Commissioner Cunningham to table until we find out if we accepted Phase 1A and 2A. Commissioner Cooley seconded the motion. The motion carried unanimously, after a roll call vote.

The agenda moved to Item 7d.

- c. Presentation of Beach Renourishment Funding Options. Flagler County Commissioner Kim Carney briefly reviewed the purpose of tonight's presentation and introduced Jorge Salinas, Deputy County Administrator. Mr. Salinas reviewed a Power Point Presentation on the finding options for the Reach II Beach Nourishment.

He reported the five options for funding are.

1. City established Special Assessment (MSBU)
2. City dedicates millage to Beach funding
3. Municipalities coordinate with County for a ½ cent sales tax for infrastructure (referendum November 2026)
4. County established Special Assessment (MSBU)
5. County established Municipality Service Taxing Unit (MSTU) within Flagler Beach (Counts towards 10 Mill cap)

Mr. Salinas then reviewed the benefits, steps and timeline for each of the five options for funding.

The Officials posed questions to the Flagler County Staff. Commissioner Belhumeur and Spradley feel the referendum for the ½ cent sales tax under the County control was the way to go. Commissioner Cooley expressed that the option we previously agreed to is an equitable contribution to a recreational feature the entire county utilizes. Commissioner Cooley feels these new suggestions lack data for him to consider. Mr. Salinas responded that this is the direction County Staff received from the Board of County Commissioners. Since they do not have the funding this is what is needed to complete and be responsible for the entire Flagler Beach section.

Commissioner Spradley asked Mr. Salinas is the ½ sales tax not an option? Mr. Salinas if approved is would significantly fund the program. Commissioner Cooley their suggestion is to come up with a "unit" and charge that back to the residents. This program is quickly becoming disproportionate and unequitable. Sean Moylan, Deputy County Attorney, stated this is an engagement in initial conversation, we are struggling with funding for the rest of the County beach nourishment as well. We did not have the support on our Board for the ½ cent sales tax, it requires a Super Majority for the referendum item.

Chairman Sherman opened public comments. Charlie Morrow asked why Mrs. Carney did not support the ½ sales tax. Paul Mykytka feels the Beach is a County wide amenity, that should be supported by all. Chairman Sherman closed public comments.

Chairman Sherman recessed the meeting at 7:37 p.m.

Chairman Sherman reconvened the meeting at 7:49 p.m.

The agenda moved to Item 7e.

- d. FY25 Quarterly Financials - Quarter 3. Hollie Harlan, Finance Director, reviewed the third quarter budget report covering revenues and expenses from each fund. General, CRA, Capital Reserve, Utility and Impact Fees, Sanitation, Stormwater, and Pier and then reviewed the cash and investments. Chair Sherman opened public comments. No comments were offered. Chairman Sherman closed public comments. No action was taken.

The agenda moved to Item 7f.

- e. Consider a Code Enforcement fine reduction to \$10,000 for 1336 S. Flagler Avenue. Tracey Callahan Hennesy stated she was contacted by a Not for Profit, Cars for Kids to inquire about a home that was proposed to be donated, they were concerned as the residence has accumulated over \$317,000 in fines. Commissioner Belhumeur does not feel we should back down on this after the documented issues shown in the correspondence with the property owner. Commissioner Cooley reviewed his concerns expressing their duty is to ensure the properties are controlled and not a detriment to the residents. If the fines are reduced do we have any authority if they default on what was promised. Attorney Smith responded you could have a conditional reduction. You could have a condition that the transaction goes to the not for profit and that the

violations are cured via repairs or demolition. Mrs. Hennesy commented she has no relation with the current owner; she was contacted by the not for profit. Commissioner Spradley expressed hesitation that there would be a windfall for the property owner through the donation tax break and elimination of his responsibilities. Commissioner Cooley spoke of potential solutions what if it gets held up in court, he has already stated actions by the city would be contested in court. Attorney Smith advised the purpose of Code Enforcement is cure. Commissioner Sherman wants to push forward with foreclosure. Attorney Smith advised the outcome is a foreclosure auction, and the City may not end up with the property. No action was taken. Attorney Smith advised the applicant no action is the equivalent of a no.

The agenda moved back to Item 7b.

- f. Presentation of FY26 Budget & Resolution 2025-56. A Resolution by the City of Flagler Beach, Florida, adopting a Tentative Millage Rate for the Fiscal Year 2025/26 Budget, providing for conflict and providing for an effective date. City Manager Martin reviewed a Power Point Presentation on the proposed budget for Fiscal Year 2025-2026. The proposed rate is 5.400. A Majority vote will be required to pass this MIL rate. Staff are not proposing an increase in the utility rates. The Solid Waste Code requires a review of the gross index and an increase or decrease based on the rate. This equals an increase of 2.25% to the sanitation rates. Staff recommend keeping the Tentative MIL Rate at 5.400. Budget workshops are scheduled for August 6th, 7th and if needed 11th and 12th. The first budget hearing is scheduled for September 11, 2025, and the second is September 25, 2025. Commissioner Belhumeur hoped that we would do more paving this coming year and does not understand why we need another Building Official and Inspector. Attorney Smith read the title of the Resolution into the record. Chairman Sherman opened public comments. No comments were offered. Chairman Sherman closed public comments. Motion by Commissioner Spradley to approve Resolution 2025-56. Commissioner Cooley seconded the motion. The motion carried four to one, with Commissioner Belhumeur voting no.
- g. Resolution 2025-60. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving an Interlocal Agreement between Flagler County, and the City of Flagler Beach, for Computer-Aided Dispatch (CAD) services; providing for conflict, severability and an effective date. Attorney Smith read the title of the Resolution into the record. Mr. Martinn reviewed the request. Chairman Sherman opened public comment. No comments were offered. Chairman Sherman closed public comment. Motion by Commissioner Belhumeur to approve Resolution 2025-60. Commissioner Cooley seconded the motion. The motion carried unanimously, after a roll call vote.
- h. Resolution 2025-61. A Resolution by the City Commission of the City of Flagler Beach, Florida, for the creation of a Flagler Beach Parks Committee; providing for the establishment, purpose and duties of said committee; providing for appointed members and terms; setting forth officers, rules and procedures; providing a sunset clause; and providing an effective date. Attorney Smith read title of the Resolution into the record. Motion by Commissioner Belhumeur to approve Resolution 2025-61. Commissioner Cunningham seconded the motion. Chairman Sherman opened public comments. No comments were offered. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.
- i. Discussion and consensus on talking points for August 27, 2025, Joint Cities/County Workshop.
 - Beach Nourishment: Consensus to ask our District Three Representative to support the original beach nourishment plan.
 - Humane Society: Consensus that we will contract with whatever folds out on animal control we will not have our own animal control.
 - Lifeguards: Consensus to ask the County to financially support the Lifeguards, possibly look at the County taking over responsibility of lifeguards.Chairman Sherman opened public comments. Charlie Morrow commented on the beach nourishment issue. Chairman Sherman closed public comments.

8. Public Hearings

- a. Ordinance 2025-09. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending its Comprehensive Plan to adopt and incorporate the updated Water Facilities Supply Work Plan as required by 163.3177, Florida Statutes; providing for the adoption of amendments to the City's Comprehensive Plan to implement the updated Water Facilities Supply Work Plan; providing for adoption of updated policies within the Comprehensive Plan Public Facilities Element; providing for adoption of amendments to the Capital Improvement Element providing for updated Five-Year Schedule of Capital Improvements; providing for transmittal to the State Land Planning Agency, Department of Economic Opportunity; providing the repeal of laws in conflict; providing for severability; providing for an effective date. Attorney Smith read the title of the Ordinance into the record. Attorney Smith advised you have seen these ordinances before, they are returning to you due to the Florida Commerce office reporting they had not received them. Motion by Commissioner Belhumeur to approve Ordinance 2025-09. Commissioner Spradley seconded the motion. Chairman Sherman opened public comments. None were offered. Chairman Sherman closed public comments.. The motion carried unanimously, after a roll call vote.
- b. Ordinance 2025-10. An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending the City's Comprehensive Plan to incorporate and make reference to certain State Legislation, including the State's adoption of and amendments to the Live Local Act and other State Legislation related to the Affordable Housing, Energy Resources, and Resiliency; providing for transmittal to the State Land Planning Agency, Department of Economic Opportunity; providing the repeal of laws in conflict; providing for severability; providing for an effective date. Attorney Smith read the title of the Ordinance into the record. Motion by Commissioner Belhumeur to approve Ordinance 2025-10. Commissioner Spradley seconded the motion. Chairman Sherman opened public comments. None were offered. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.
- c. Ordinance 2025-11. An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan to add a Property Rights Element; providing for conflicts, severability, and an effective date. Attorney Smith read the title of the Ordinance into the record. Motion by Commissioner Spradley to approve Ordinance 2025-11. Commissioner Belhumeur seconded the motion. Chairman Sherman opened public comments. None were offered. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

9. Staff Reports

- a. City Attorney. Reported that Governor DeSantis signed Senate Bill 180 which limits regulation of development. Attorney Smith advised that Attorney Livingston listened closely and considered the feedback from the public and Commission regarding the Golf Course and he believes the Commission will be happy.
- b. City Manager. Reported that Isaac Adjei had completed his internship. He discussed the Florida League of Cities conference.

City Planner. Provided an update on the Mobility Plan.
- c. City Clerk. Reported language in the Charter that is not compatible with state election laws involving qualifying deadlines and them ending 45 plus days prior to the election to allow for the mailing of overseas ballots. Ms. Overstreet additionally discussed changing the City's election cycle to align with Flagler County. She explained it would save the City money but could have an initial impact on the Commissioners' terms, while in transition.

10. Commission Comments

- a. Commission comments, including reports from meetings attended.
Commissioner Belhumeur thanked the Engineering Department for amending the location of the replacement manhole covers he requested.

Commissioner Cooley reported the Tourist Development Committee (TDC) meeting was rescheduled to July 30th he noted he could not attend and noted anyone could speak under public comment. Commissioner Spradley said he would attend. Commissioner Cooley reported that Sherrif Staley asked if the City of Palm Coast's E-bike Ordinance would be incorporated in the City of Flagler Beach. Attorney Smith said he would follow up and get back to the Commission on this item. Commissioner Cooley feels the city should move in lockstep with other municipalities on E-bike.

b. Public comments regarding items not on the agenda. None.

11. Adjournment. Commissioner Belhumeur put forth a motion to adjourn the meeting at 9:35 p.m.

James Sherman, Chairman

Attest

Penny Overstreet, City Clerk



City Commission Regular Meeting Minutes

Wednesday, August 6, 2025, at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136



All meeting items will be continued until meeting is complete.

Items not reviewed before the 8:30 p.m. cut-off will be continued to August 7, 2025, Budget Workshop

Due to the volume of material to review, these minutes will only reflect requested changes to the department budgets, consensuses reached, and direction to provide additional support for a request.

Present: Mayor Patti King, Chairman James Sherman, Vice-Chairman Rick Belhumeur, Commissioners Eric Cooley, John Cunningham and Scott Spradley, City Manager Dale L. Martin, Finance Director Hollie Harlan, Assistant Finance Director Rhonda Allen, and City Clerk Penny Overstreet.

- 1. Call the meeting to order.** Chairman Sherman called the meeting to order at 5:30 p.m.
- 2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders.** Mayor King led the pledge to the flag.
- 3. General Business**
 - a. Budget Overview. Mr. Martin reviewed the proposed budget, and noted this budget is based on retaining the same millage rate of 5.4500 Mr. Martin reviewed the response to questions submitted by Officials with the associated department budget.
 - b. General Fund

Revenues. Commissioner Cooley inquired why the Fire Inspections are trending low. Mr. Martin replied yes, we are behind that is why a full-time Fire Inspector has been requested in this year's budget to replace the current part-time position. Commissioner Cooley questioned the continuance of the Doggie Dining Program and questioned the need to regulate if not enforced. Mr. Martin explained that based upon advice from the City Attorney the program should remain, as it was regulated by statute and the Department of Health. Commissioner Cooley requested follow-up as to enforcement and if it is the Health Department, Code Enforcement, or a combination of both. Commissioner Cooley and Belhumeur questioned why the budget reflected revenue from the Florida Department of Transportation (FDOT). Mr. Martin reported that FDOT has indicated the City entered into an agreement that we would maintain the lights. Mr. Freeman is looking into this and hopes to have additional information to report back.

 - i. City Commission. Commissioner Cooley suggested the Officials receive medical benefits, stating the surrounding agencies provided retirement and medical benefits to the elected officials. Mr. Martin responded we are reviewing the Personnel Policy. Commissioner Spradley supported the idea expressing it could improve the pool for candidates. Mayor King suggested reviewing the costs in September, if approved including it in the 26/27 budget year. Mr. Martin stated he would plug in the benefit to the department and request the officials review the change at the next workshop for direction.
 - ii. Executive: No amendments or follow-up were requested.
 - iii. City Clerk: No amendments or follow-up were requested.

- iv. Human Resources: No amendments or follow-up were requested.
 - v. Finance. No amendments or follow-up were requested.
 - vi. Legal. No amendments or follow-up were requested.
 - vii. Facilities. Commissioner Cooley questioned if the proposed \$7k budget line was enough for walkover repair, expressing many of the walkovers are in bad shape and need repairs. The Commission reached a consensus to have a supervisor inspect the walkovers to ensure enough funding is allocated.
 - viii. General Government. No amendments or follow-up were requested.
 - ix. Police. No amendments or follow-up were requested.
 - x. Victim's Advocate. No amendments or follow-up were requested.
 - xi. Fire. No amendments or follow-up were requested.
 - xii. Planning. No amendments or follow-up were requested. Mr. Martin to speak with the Planner to ascertain if the salary should be split with Utility based upon work performed and report the information to the Officials.
 - xiii. Contingency. No amendments or follow-up were requested.
 - xiv. Information Technology. No amendments or follow-up were requested.
 - xv. Roads/Streets: Discussion ensued on the need for more staff for the maintenance of streets, rights-of-way, and general cleanliness of city property, and this proposed budget recommends the addition of only three (3) personnel that are funded from the General Fund. Those positions are a Police Officer, A GIS Specialist and an Assistant for Human Resources. Mr. Martin was requested to bring back financials for the hiring of two additional full-time staff in the Roads and Streets and Facilities Departments.
 - xvi. Library. No amendments or follow-up were requested.
 - xvii. Museum. No amendments or follow-up were requested. Mayor King to follow up with the IT Coordinator to see if reductions can be made to the telecommunications line.
 - xviii. Recreation. Mr. Martin advised the Rentals and Lease budget line can be removed if the Commission approves the Capital purchase of a bucket truck for Facilities. Commissioner Cooley requested follow-up information as to why the overtime budget has increased.
 - xix. Transfers/Reserves/Emergencies. No amendments or follow-up were requested.
- c. Capital Fund. No amendments or follow-up were requested. Commissioner Belhumeur requested more information related to the agreement with FDOT for lighting.

Chairman Sherman recessed the meeting at 7:27 p.m.

Chairman Sherman reconvened the meeting at 7:39 p.m.

- d. Community Redevelopment Agency Fund. No amendments or follow-up were requested.
- e. Building Code Inspection Fund. No amendments or follow-up were requested.
- f. Pier Fund. No amendments or follow-up were requested.

Utility Fund

Utility Revenues. No amendments or follow-up were requested.

- g. Water Treatment Plant Fund. Reduce telecommunications line by \$600.00.
- h. Wastewater Treatment Plant Fund. No amendments or follow-up were requested.

- i. Utility Maintenance Fund. No amendments or follow-up were requested.
- j. Utility Administration Fund. No amendments or follow-up were requested.
- k. Impact Fees Fund. No amendments or follow-up were requested.
- l. Sanitation Fund. No amendments or follow-up were requested. Discussion ensued regarding the bulk cost to citizens for crushed glass. Mr. Martin responded on the August 28th agenda there will be a Resolution for adoption of fees for city services. Mr. Martin reported he would like to have staff draft and distribute a Request for Proposals (RFP) for residential solid waste and recycling pick-up to show the cost difference between city operated or contracted residential service, for the Commission to utilize for decision. Mr. Martin advised he plans to move forward with this sometime next year. The Commission reached a consensus for the City Manager to proceed with the RFP.
- m. Stormwater Fund. Discussion ensued regarding the volume of projects identified in the Master Stormwater Plan and how they would be funded. Mr. Martin suggested utilizing the revenue from DC Blocks and the leasing of the conduit under the Intracoastal to fund stormwater projects.
- n. Capital Improvement Plan. *The meeting was adjourned before reviewing this item and it is continued to the August 7, 2025, Workshop.*

4. Adjournment. Motion by Commissioner Spradley to adjourn the meeting at 8:28 p.m.

James Sherman, Chairman

Penny Overstreet, City Clerk



City Commission Regular Meeting Minutes

Thursday, August 7, 2025, at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136



All meeting items will be continued until the meeting is complete.

Items not reviewed before the 8:30p.m. cut-off will be continued to the August 11, 2025, Budget Workshop

Due to the volume of material to review, these minutes will only reflect requested changes to the department budgets, consensuses reached, and direction to provide additional support for a request.

Present: Mayor Patti King, Chairman James Sherman, Vice-Chairman Rick Belhumeur, Commissioners Eric Cooley, John Cunningham and Scott Spradley, City Manager Dale L. Martin, Finance Director Hollie Harlan, Assistant Finance Director Rhonda Allen, and City Clerk Penny Overstreet.

1. **Call the meeting to order.** Chairman Sherman called the meeting to order at 5:30 p.m.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders.** Mayor King led the pledge to the flag.
3. **General Business**

Mr. Martin reviewed the follow-up items from the August 6th meeting.

- Doggie Dining Program. The Commission reached consensus to repeal the Doggie Dining Program and remove the revenue line from the budget. The item will have to come back at a regular meeting to remove it from the code.
- Health Benefits for Elected Officials. Mrs. Mathis, Human Resource Director reached out to our provider regarding adding health benefits for the Commission. They said they would not because we would be adding a new class to the proposal they have already offered. Since the Commissioners are not full-time or part-time, it may upset the cost of the current plan. Mr. Martin said if approved by the Commission we could pursue this for the 26/27 Fiscal Year.
- Dune Walkover Maintenance. Mr. Martin will schedule a tour for the officials to take if they are so inclined. Mr. Moiso, Facilities Supervisor, said he is comfortable with the current budget request.
- Additional Police Officer. Estimated additional cost is \$191,000.
- Additional Facilities Maintenance laborer. Estimated additional cost is \$56,000.
- Additional Streets/ Stormwater laborer. Estimated additional cost is \$58,000 split between the General and Utility Funds.
- GIS Consultant. Mrs. McClenning, City Planner, provided justification for the need for the position.
- Museum. Extra phone line will be removed.
- Glass Crusher. In excellent shape but will identify costs for any needed maintenance or repair.
- Bucket Truck. Cost was \$200,000; the dump truck was \$96,000 for new. Mr. Moisa is looking at used.
- Paving Plan. The Commission commented that S. Central is the worst, and it was not on the list. Mr. Freeman, City Engineer, commented that it was in the Capital Plan to replace the water line, so we would not want to repair the line and then tear it up to replace. Commissioner Belhumeur questioned why it was planned to be redone. Mr. Freeman responded that it was an old asbestos and concrete pipe. He

said we should replace it with PVC and add the reuse pipe all the way down to the golf course while the ground is open.

- a. Continuation of FY 2025/2026 Budget Review from previous workshop meeting held August 06, 2025.

n. Capital Improvement Plan (Pg 47)

Mr. Martin stressed the most important decision that was needed now, is a decision on the Beachwalk Program, concrete pilings and the façade of the restrooms. Mr. Martin reported the Pier Contractor will start the removal of the memorial planks next week.

- Pier Construction. No changes or amendments requested.
- Water Production. No changes or amendments requested.
- Wastewater Plant. No changes or amendments recommended.
- Utility Maintenance. Commissioner Belhumeur questioned why we are replacing all the Manhole rings and covers. Mr. Martin responded that Commission meeting video and minutes were pulled, and during those meetings, the Commission gave directions to staff to replace 50 each year until all 350 were completed. The Commission reached a consensus to have staff revise the plans to replace only those that need replacing and reallocate the monies to a needed project. Commissioner Cooley requested when a vehicle is listed in the Capital budget that it lists what type of vehicle it is. Mr. Martin will report back on vehicle type.
- Utility Admin. No changes or amendments recommended. Mr. Martin to provide a vehicle inventory.
- Sanitation. No changes or amendments recommended.
- Stormwater. The Officials questioned what was included in the \$500,000. Mr. Martin indicated that is for the design for the area between S. 26th and 27th and the John Bull area.

Review of the Five-year Capital Plan.

Mayor King inquired how many miles are on the vehicles on average before they are traded. Staff reported it was not necessarily based on mileage but was based on rust. Discussion ensued related to preventative maintenance, washing, and waxing of vehicles. Commissioner Cooley requested the City Manager to look deep into repairs versus replacement on vehicles.

- Facilities. Mr. Martin advised an adjustment would be made for the Dump and Bucket Truck from new to used.
- Police Vehicles. 3 rotated every year and 1 for new Officer position, so a total was four this year.
- Fire Station Repairs. East facing Bay doors need to be replaced ASAP. Due to the safety issue Mr. Martin will work with Finance to get it done as soon as possible. If it cannot get done this year it will be included in the next fiscal year capital budget. Commissioner Cooley inquired if the rear doors could be repaired or if they are beyond repair.
- Planning & Zoning Golf Cart. Mayor King wanted one of the out of service police cars to go to Planning. Change the lenses from red/blue to amber instead of removing them.
- IT: No changes or amendments were recommended.
- Roads and Streets. Commissioner Cooley suggested on requests for large pieces of equipment like a Street Sweeper in the capital plan; to have staff provide data as to how much we are spending on rentals.

- Library. Discussion on the exterior painting of the Library it was suggested utilizing a good product and request a warranty and proper specifications.
- Recreation. No changes or amendments were recommended.
- CRA. No changes or amendments were recommended. Why is underground electric in the plan. Mr. Martin advised because it is in the Downtown Master Plan.
- Building Code Inspection. No changes or amendments were recommended. Partial consensus to remove the Carport in next year's capital plan.
- Pier Fund. Phase 3 the boardwalk. Commissioner Belhumeur suggested applying for a TPO grant for the boardwalk replacement. No changes or amendments were recommended.
- Water Production. No changes or amendments were recommended.

Recess at 7:12 p.m.

Reconvene at 7:27 p.m.

- Wastewater Plant. Discussion of the Reuse water piping and working with the County and the TDC for Wadsworth Park and the Tourist Eco Center. Mr. Martin stated we are working with St. Johns River Water Management District (SJRM) and are in the planning stages.
- Utility Maintenance. Mr. Martin suggested taking the \$60,000 allocated for Officials Health care and appropriate that money to Street/Stormwater and take the manhole money and use it for an additional position in Utility Maintenance. Commissioner Belhumeur wants the rights of ways taken care of missing signs, and visual clearance at intersections. The Commission agreed they are at an aggressive stage and are not familiar with the intricacies of the departments. They suggested that if we can't hire a laborer, to contract out the work. Consensus to remove the Manhole replacement and hire an additional Utility Maintenance person.
- Sanitation. No changes or amendments recommended.
- Stormwater. Consensus to allocate what is left over in the \$500,000 for other stormwater improvements.

There was discussion on current year's capital projects, and the latest revenue /expenditure report was provided as requested. Mr. Martin asked if the Commission wanted another Workshop on Monday. Consensus to not hold the Workshops on the 11th or 12th. Staff will provide information back to the Officials and they can then decide if they want an additional workshop

4. Adjournment. Motion to adjourn by Scott at 8:08 p.m.

James Sherman, Chairman

Penny Overstreet, City Clerk



Staff Report

City Commission Regular Meeting

August 28, 2025



To: City Commission

From:

Meeting Date: August 28, 2025

Item Name: Receive a presentation from the Northeast Florida Regional Council on the recently completed comprehensive vulnerability assessment of Flagler County, including a compound flooding analysis, and associated adaptation plan to address the vulnerabilities.

Background:

Northeast Florida Regional Council (NEFRC) is sharing the results of their analyses of the comprehensive vulnerability assessment for the entirety of Flagler County.

Fiscal Impact:

Staff Recommendation:

Attachments:

1. Flagler Compound Flooding Presentation

FLAGLER COUNTY VULNERABILITY ASSESSMENT AND COMPOUND FLOODING OVERVIEW



**FARA ILAMI – REGIONAL RESILIENCY MANAGER
ANDREW PROKOPIAK - SR. RESILIENCY PLANNER**



WHAT IS A VULNERABILITY ASSESSMENT?

A Vulnerability Assessment is a study undertaken to identify the impacts of different types of flooding on community assets in both the natural and built environments.



WHY WAS A VULNERABILITY ASSESSMENT COMPLETED?

Practical Reasons:

- Identifies areas, structures, and other infrastructure specifically at risk to flooding
- Allows prioritization of resiliency planning projects based on concrete data

Compliance Purposes:

- It is a requirement of the State of Florida
- State-funded resilience project prerequisite

(Flagler County provides statutory compliance to all the municipalities within the county)

FLORIDA STATUTE 380.093 “RESILIENT FLORIDA GRANT PROGRAM”

Signed into law in May 2021 to assess flood vulnerability and sea level rise on a statewide level

- Identifies “Critical Asset” categories:
 - Transportation assets and evacuation routes, including airports, bridges, bus terminals, ports, major roadways, marinas, rail facilities, and railroad bridges.
 - Critical infrastructure, including wastewater treatment facilities and lift stations, stormwater treatment facilities and pump stations, drinking water facilities, water utility conveyance systems, electric production and supply facilities, solid and hazardous waste facilities, military installations, communications facilities, and disaster debris management sites.
 - Critical community and emergency facilities, including schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, local government facilities, logistical staging areas, affordable public housing, risk shelter inventory, and state government facilities.
 - Natural, cultural, and historical resources, including conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets.

**FLORIDA
STATUTE
380.093
“RESILIENT
FLORIDA GRANT
PROGRAM”**

What Flood Hazards Do Vulnerability Assessments Cover?

- **Rainfall-induced flooding**

This occurs when the amount of rain exceeds the ground absorption rate and will travel along the path of least resistance. *(100- & 500-year floods)*

- **Storm surge flooding**

Is an abnormal rise of water generated by a storm and pushed inland.

- **Tidal flooding (Highest High Tides)**

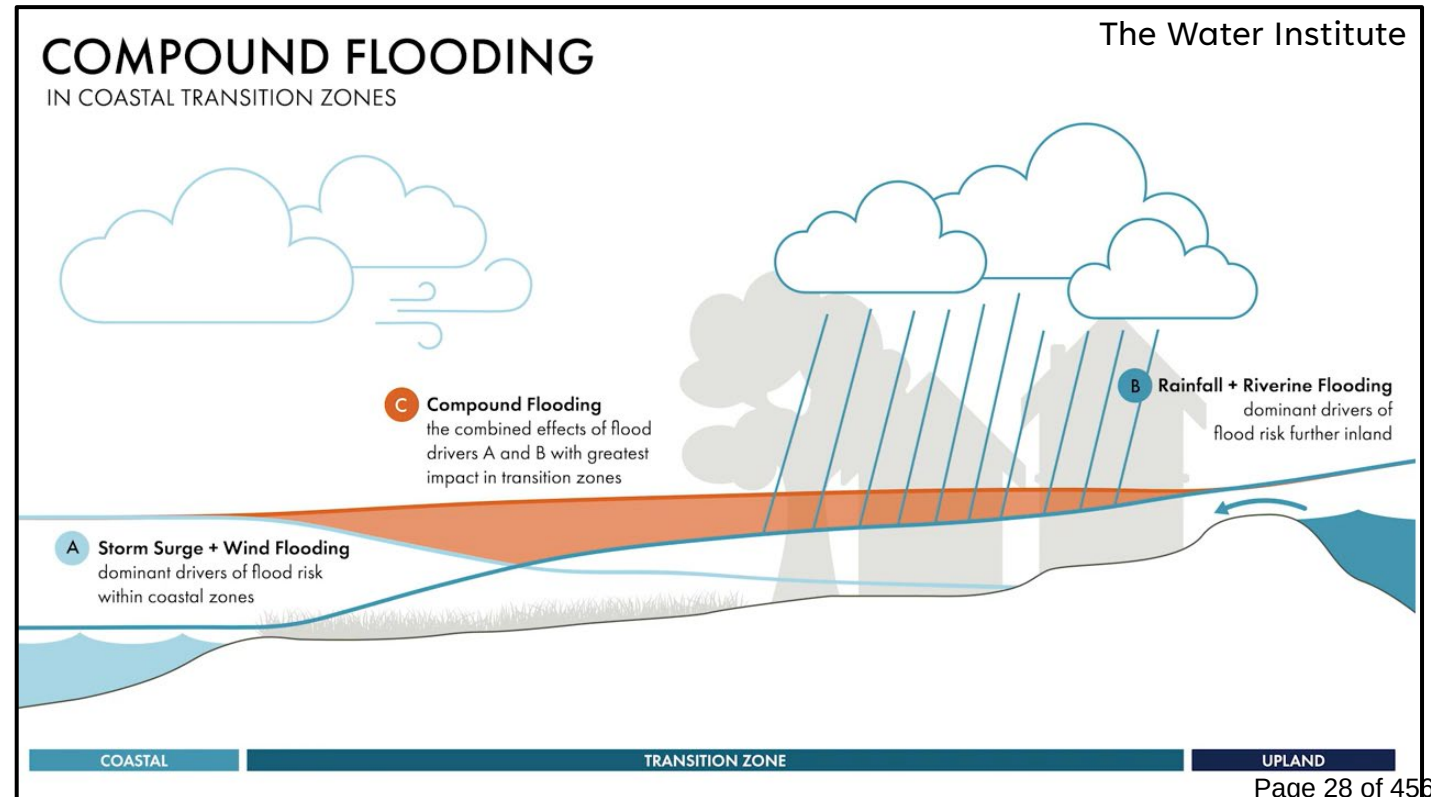
(AKA sunny day flooding or nuisance flooding)

FLORIDA
STATUTE
380.093
“RESILIENT
FLORIDA GRANT
PROGRAM”

What Flood Hazards Do Vulnerability Assessments Cover?

- **Compound Flooding**

Compound flooding occurs when one or more flood events happen simultaneously.



FLORIDA STATUTE 380.093 “RESILIENT FLORIDA GRANT PROGRAM”

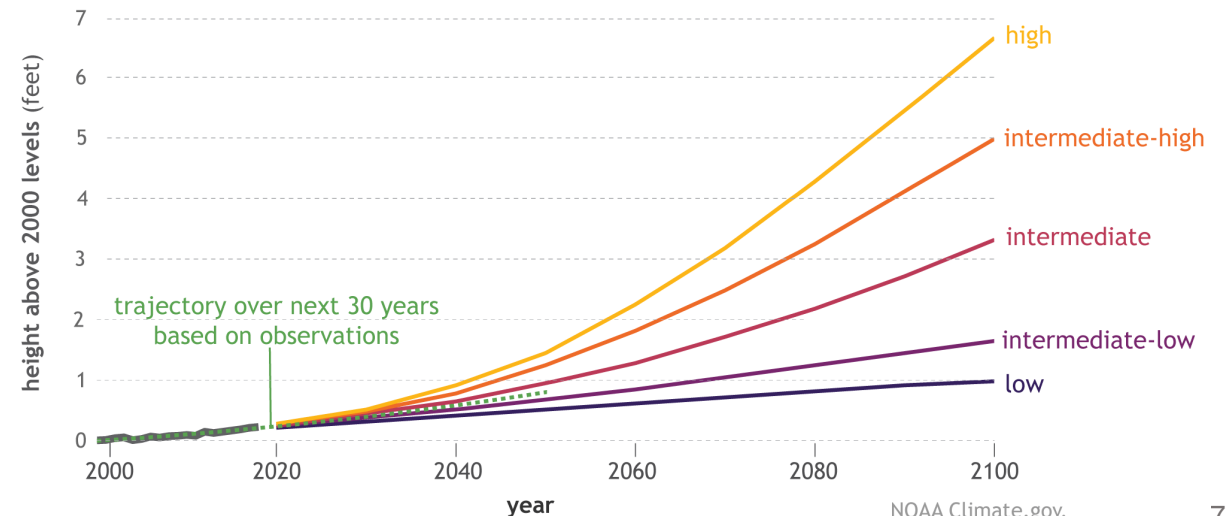
What Flood Hazards Do Vulnerability Assessments Cover?

- **Sea level rise**

- Current ocean levels
- 2040 Intermediate Low & High
- 2070 Intermediate Low & High

These projections are based on NOAA 2022 planning horizons.

Possible pathways for future sea level rise



FLORIDA STATUTE 380.093 “RESILIENT FLORIDA GRANT PROGRAM”

State Requirements:

- Data: A complete list of assets
- Exposure Analysis: A report of what assets are exposed to flood depths
- Sensitivity Analysis: A report of how at-risk specific critical assets are

State Recommended Items:

- Community outreach and public presentations on the findings
- Focus area workshopping by steering committee

VULNERABILITY ASSESSMENT ANALYSIS

Flagler County, working with the Northeast Florida Regional Council completed a vulnerability assessment at the end of 2024.

The NEFRC partnered with Halff and Associates to complete this project.

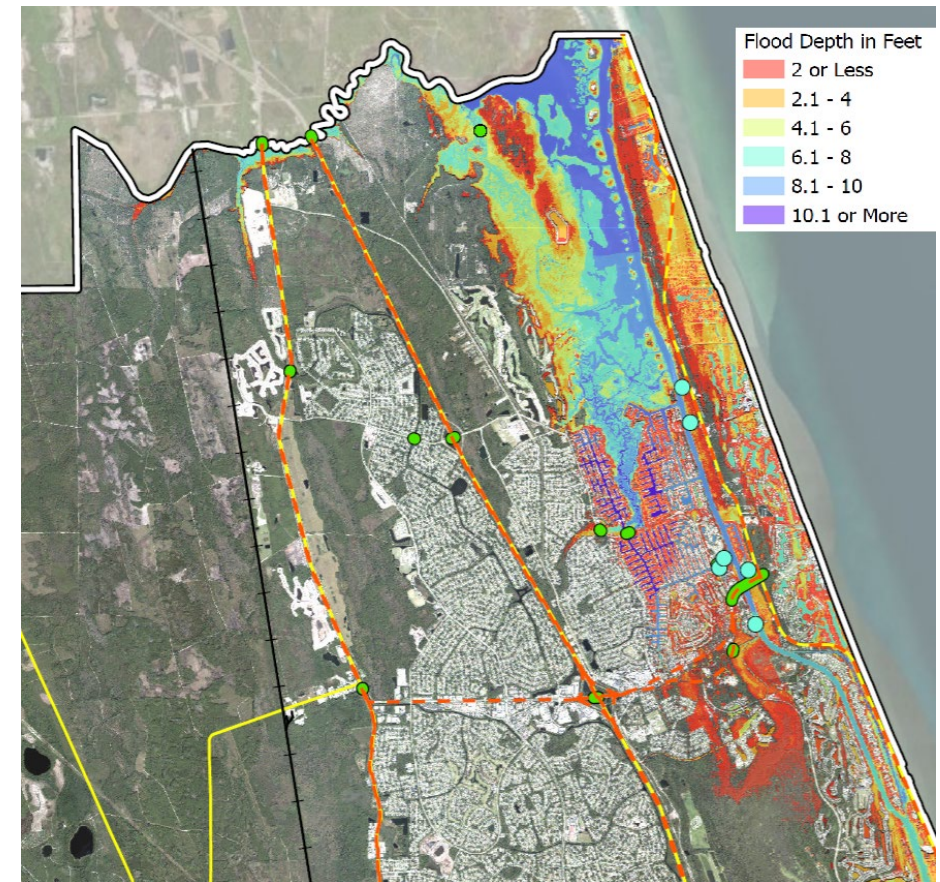


VULNERABILITY ASSESSMENT ANALYSIS

The results of the vulnerability assessment highlight the threat of **tidal, storm surge, rainfall, and compound flooding events**.

Beverly Beach, Palm Coast, Flagler Beach, Marineland, and the rest of coastal Flagler are currently and will continue to be at risk to coastal and storm flooding.

This necessitates the need for coastal communities to adapt to the current and future risks.

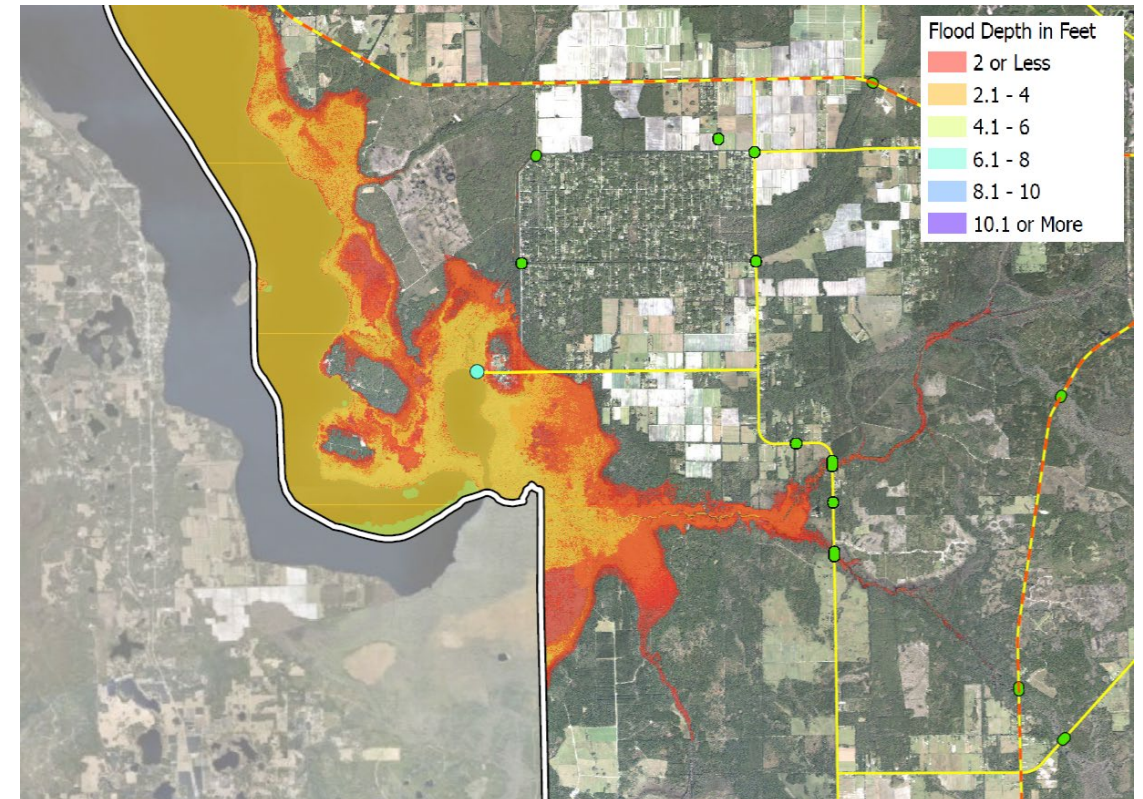


VULNERABILITY ASSESSMENT ANALYSIS

The vulnerability assessment also highlights risks beyond the coastal communities.

Much of inland western Flagler is also at risk in addition to areas near Bunnell from the waters in Crescent Lake.

The risks for inland and coastal areas will only be exacerbated by potential sea level rise projections.



500-year storm for transportation assets in western Flagler near Crescent Lake

COMPOUND FLOODING ANALYSIS

The Northeast Florida Regional Council partnered with Taylor Engineering to complete the technical analysis for Flagler county.

This was completed as part of a grant from the Florida Department of Environmental Protection for Flagler County to supplement the vulnerability assessment.

TAYLOR
ENGINEERING, INC.

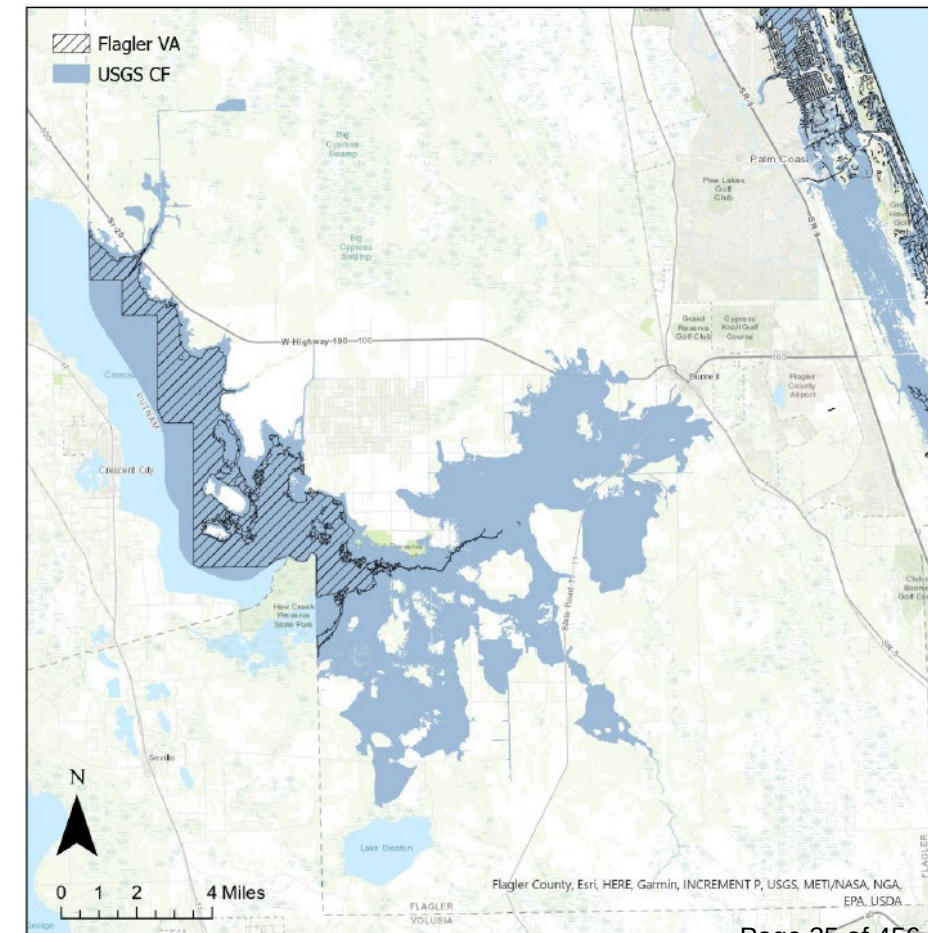


COMPOUND FLOODING ANALYSIS

The compound flooding analysis expands significantly upon the initial vulnerability assessment flood data.

The image on the right highlights the inundation of a compound flood event and the need to have them modeled.

The hashed area is from the original vulnerability assessment and the blue is the inundation from a compound flood event showing the additional inundation.

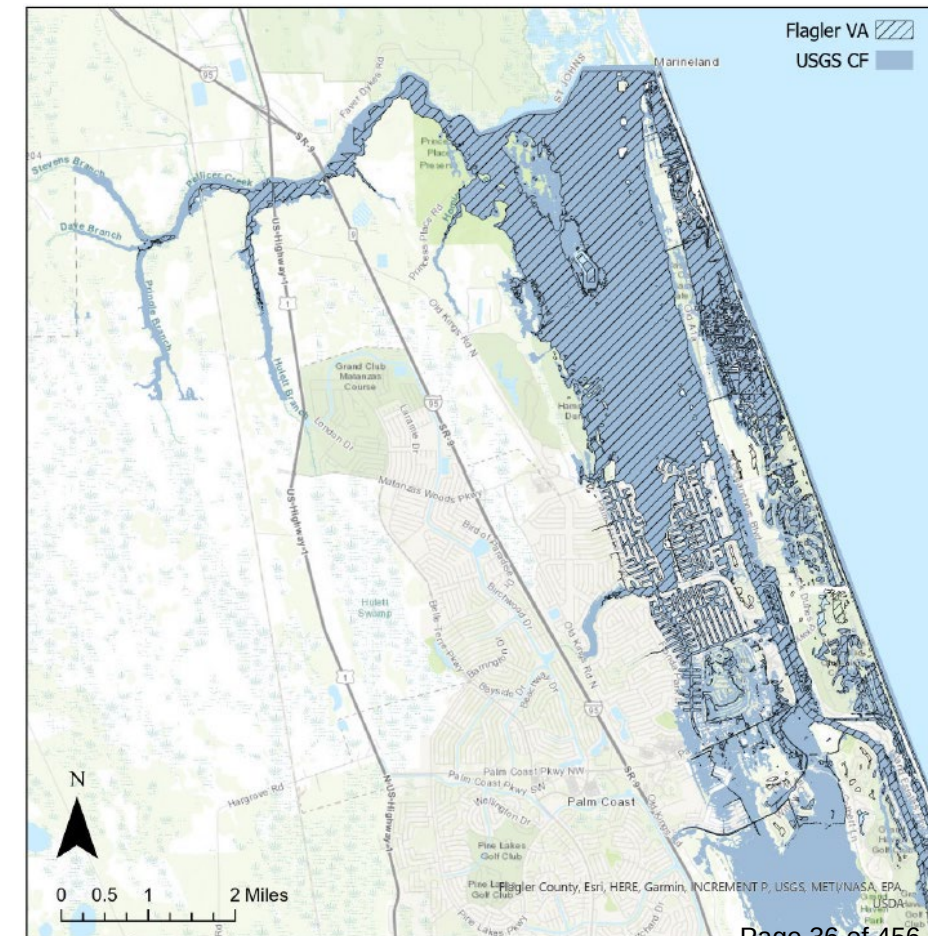


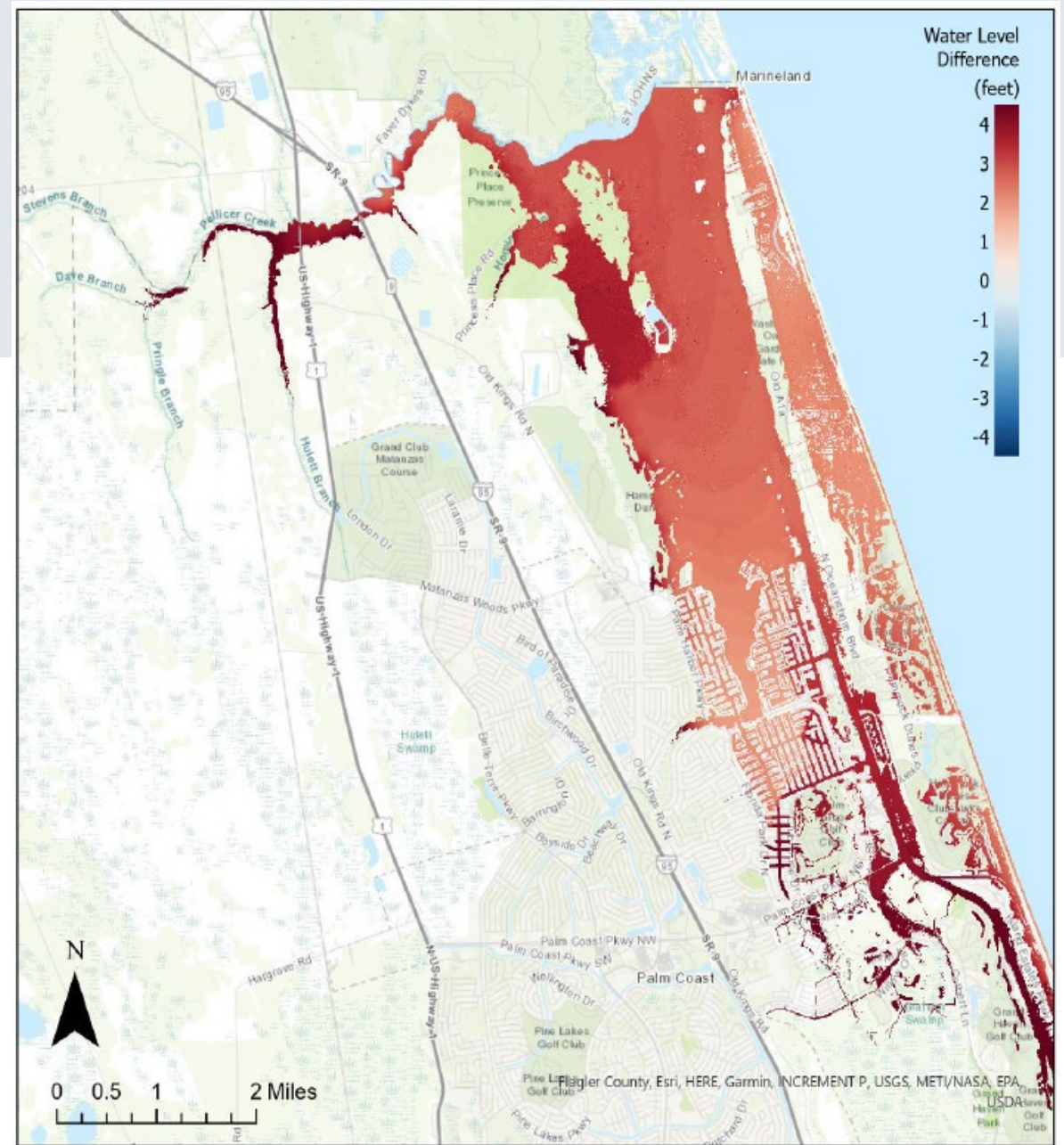
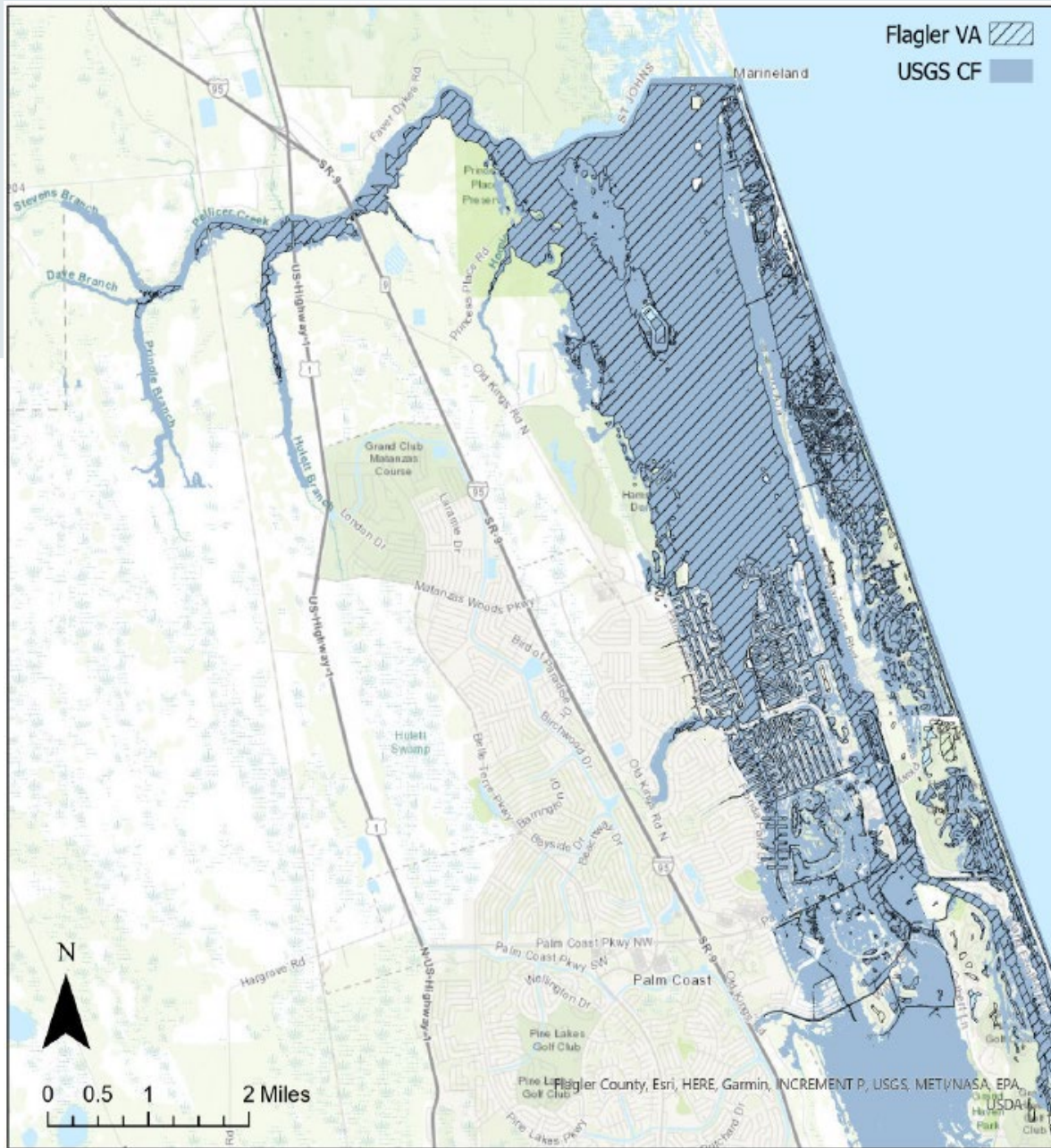
COMPOUND FLOODING ANALYSIS

In addition to further inundation compound events can drastically increase depth of water.

The analysis identifies depth differences of more than 5' of water in some scenarios against the standard vulnerability assessment hazards.

Having this data and modeling available will allow prioritization of projects and potentially gain funding for adaptation and implementation.





– 2040 Intermediate-Low (NOAA 2017), 1% AEP Storm Event (ft)

FLAGLER ADAPTATION PLAN

In addition to the compound flooding analysis, Flagler County was funded to develop an adaptation plan.

The adaptation plan will list and describe measures in the near (1-5 years) and medium (5-10 years) terms to mitigate and adapt to flood hazards identified in both the vulnerability assessment and compound analysis.



Example of an adaptation measure of beach renourishment being implemented

FLAGLER ADAPTATION PLAN

Measures for the adaptation plan are bucketed into categories of assets from the vulnerability assessment determined to be a priority for Flagler County.

Examples of adaptation measures in the plan:

- **Roadways and Evacuation Routes**
 - Bioswales**
 - Roadway Elevation**
- **Beaches and Coastal Zones**
 - Beach Renourishment**
 - Natural Vegetation**
- **Critical Infrastructure**
 - Elevating lift stations**
 - Underground utilities**



Example of an urban bioswale used to collect stormwater

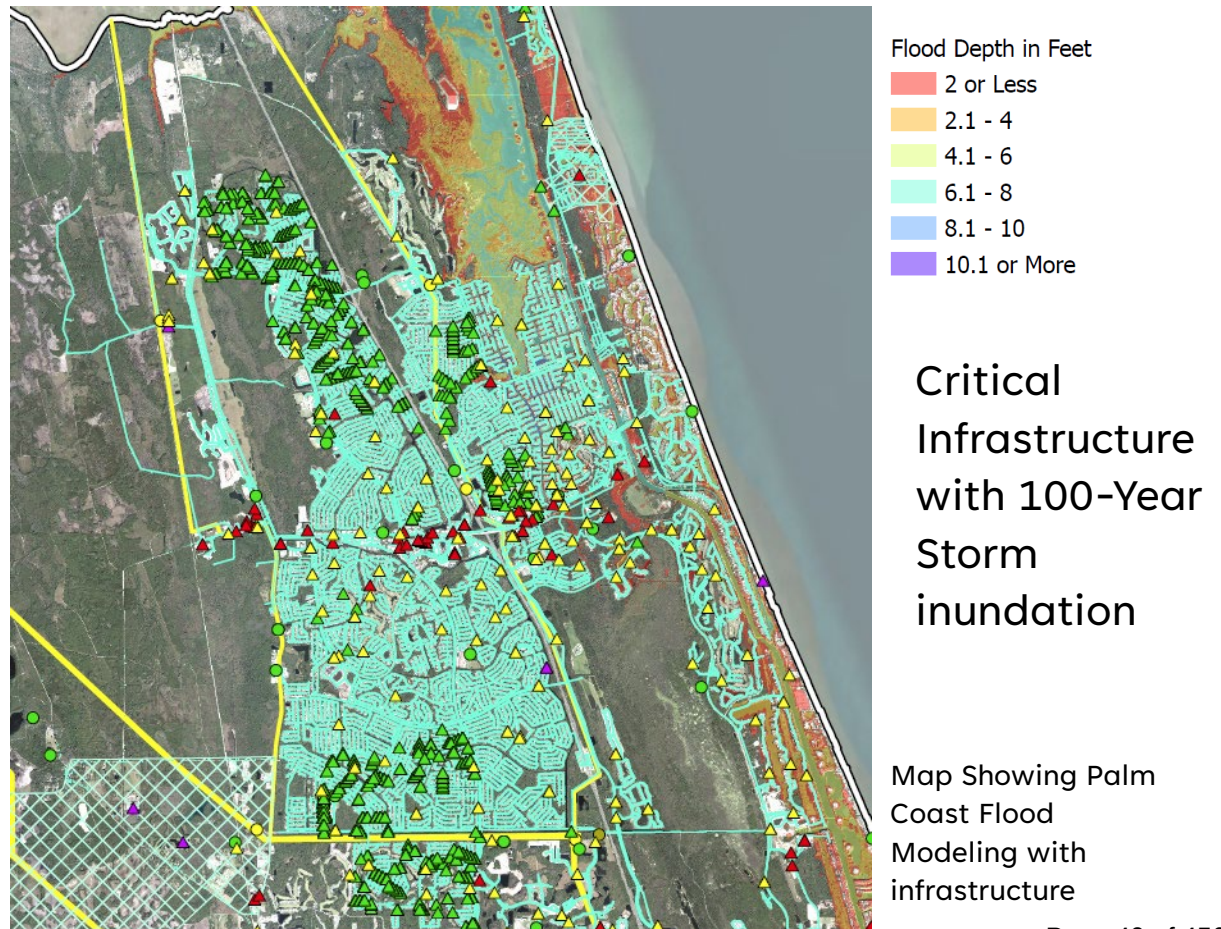
HOW CAN THIS BE USED

Data can be utilized to update numerous plans and codes such as:

- Land Development
- Stormwater Master Plans
- Comprehensive Plans

Data can also be utilized to prioritize specific projects based on the depths and sensitivity to specific assets like sensitive lift stations, municipal buildings, and other.

Data can be integrated with a GIS dashboard to show current and future flood risks beyond standard FEMA flood maps.



WHAT CAN THE NEFRC PROVIDE

The NEFRC has all the data and modeling available to integrate into a GIS system

Maps of assets and depths based on specific hazards are available from us and on the Resilient First Coast Website in addition to the Vulnerability Assessment and Compound Flooding Report



RESILIENT
First Coast



THANK YOU

Fara Ilami – filami@nefrc.org

Andrew Prokopiak – aprokopiak@nefrc.org



Staff Report

City Commission Regular Meeting

August 28, 2025



To: City Commission
From: Penny Overstreet, City Clerk
Meeting Date: August 28, 2025
Item Name: Interview and appoint members to the Parks Committee.

Background:

Resolution 2025-61, adopted at the July 24, 2025, City Commission Regular meeting, formed the Parks Committee. Members of the Sunset Parks Ad-Hoc Committee were encouraged to apply for the new committee and the positions were additionally advertised to the public through the City's website and Facebook page. The City received several applications for the Commission's review.

The Committee will hold its organizational meeting after the fiscal year starts (October 1, 2025). The Commission has not set a mission or goals for the Committee as recommended by the City Manager. The City Clerk recommends placing an item on the September 11, 2025, Agenda for the Commission to set the mission/goals.

Fiscal Impact:

N/A

Staff Recommendation:

Complete the scoring sheets after the interviews are completed and return them to the Clerk for tabulation. Incomplete sheets will be returned.

Attachments:

1. Scoring Sheet for PARKS
2. Michele Dunn Parks App
3. Diane Cline Application
4. Edward Landsdowne App
5. John Timmins App
6. Kathleen Conrad Parks App
7. Amanda Tully Parks App
8. Tim Davis App
9. 2025-61

Parks Committee
Score Sheet for the Seven Vacant Seats

Please rank 1-7, with 1-4 being the members who will have an initial term of two years. The applicants receiving the scores of 5 - 7 will have an initial term of one year. If more than seven applications are received leave those you would score 8 or above blank.

Applicant						
<i>Alphabetical Order</i>	Mayor	Belhumeur	Cooley	Cunningham	Sherman	Spradley
Diane Cline						
Kathleen Conrad						
Tim Davis						
Michele Dunn						
Edward Lansdowne						
John Timmins						
Amanda Tully						

PLEASE MARK YOUR SELECTIONS AND RETURN TO CLERK AFTER APPLICANTS ARE INTERVIEWED.

Advisory Board and Committee Application Form

First Name	Michele
Last Name	Dunn
Street Number	800 Henry Circle
Street Name	APT 839
Street Type	<i>Field not completed.</i>
P.O. Box	<i>Field not completed.</i>
City	Flagler Beach
State	Florida
Zip	32136
Phone Number	201 925 0478
Cell Phone	201-925-0478
Email Address	Dunnmmb@aol.com
Occupation	Retired Federal Agent/CPA US Treasury
Number of Years as a Resident	2
How many Commission Meetings have you attended?	0
Are you registered to vote in Flagler County	Yes
Please describe your professional and/or volunteer experience which best qualifies you for your selection to the board(s) or committee(s).	Retired Federal Agent/CPA US Treasury
Please check all boxes of the Committees you would like to serve.	
Boards and Committees	Parks Committee
Have you served on a City Board or Committee in the past?	No

Penny Overstreet

From: noreply@civicplus.com
Sent: Thursday, July 10, 2025 11:16 AM
To: Kate Settle; Penny Overstreet
Subject: External - Online Form Submittal: Advisory Board and Committee Application Form

Caution: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

Advisory Board and Committee Application Form

First Name	Diane
Last Name	Cline
Street Number	1309
Street Name	S Flagler
Street Type	Ave
P.O. Box	Field not completed.
City	Flagler Beach
State	FL
Zip	32136
Phone Number	386 503 1840
Cell Phone	Field not completed.
Email Address	holdings262@gmail.com
Occupation	Self employed/Retired
Number of Years as a Resident	35
How many Commission Meetings have you attended?	50 plus
Are you registered to vote in Flagler County	Yes

Please describe your professional and/or volunteer experience which best qualifies you for your selection to the board(s) or committee(s).

I would like to be on the Park Ad Hoc committee. I'm qualified as an amateur landscape designer, park enthusiast, I pick up trash for two groups, and as a grandmother. I go to our parks and use them with my grandchildren.

Please check all boxes of the Committees you would like to serve.

Boards and Committees Beach Management Plan

Have you served on a City Board or Committee in the past?

Yes

If yes, please describe.

Museum Gala Committee, CRA Committee (no longer in existence), and Beach Management Committee

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Penny Overstreet

From: noreply@civicplus.com
Sent: Friday, July 25, 2025 5:18 PM
To: Kate Settle; Penny Overstreet
Subject: External - Online Form Submittal: Advisory Board and Committee Application Form

Caution: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

Advisory Board and Committee Application Form

First Name	Edward
Last Name	Lansdowne
Street Number	<i>Field not completed.</i>
Street Name	<i>Field not completed.</i>
Street Type	<i>Field not completed.</i>
P.O. Box	PO Box 314
City	Flagler Beach
State	FL
Zip	32136
Phone Number	(386) 503-4170
Cell Phone	<i>Field not completed.</i>
Email Address	Sandcastle386@aol.com
Occupation	Retired Licensed Interior Designer & Clinical Psychologist
Number of Years as a Resident	27
How many Commission Meetings have you attended?	Too many to count
Are you registered to vote in Flagler County	Yes

Please describe your professional and/or volunteer experience which best qualifies you for your selection to the board(s) or committee(s).

As a licensed Interior Designer (Florida Board of Architecture & Interior Design, License #0002264) with over 35 years of experience, I've learned to listen to the request(s) of the client, process those needs/dreams, in relation to the realities of monetary and timing budgets, refining appropriateness, researching legalities, selecting materials and furnishings to coordinating with finishes. Managing sub-contractors, and time lines was essential. As a clinical psychologist, my listening skills have enhanced my ability to contribute and lead committee projects when called upon.

I had the honor and challenge to chair the Strategic Planning committee during a time of extreme political polarization. Even though our committee reflected that dichotomy, we worked harmoniously for several months to create a 10- year strategic plan for our city that was endorsed by the City Commission. I spent a few years as the vice chairman of the Downtown Redevelopment Committee. After the second attempt to achieve our CRA status was denied, our committee voted to cease our campaign. I lobbied our committee to continue for one more endeavor. We achieved our CRA and our committee was thanked by the City Commission and sun-setted.

I was a charter member of the Flagler Beach Historical Museum. I assisted in the layout and design of the museum. Recognizing that the museum needed a source of revenue, I volunteered to create and chair an annual Gala. I chaired the Gala committee for three years. We raised enough money to fund the museum for several years.

Please check all boxes of the Committees you would like to serve.

Boards and Committees *Field not completed.*

Have you served on a City Board or Committee in the past? Yes

If yes, please describe. The Vision Committee, Scenic A1A, Downtown Redevelopment, Strategic Planning, Charrette, Downtown Playbook.

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Penny Overstreet

From: noreply@civicplus.com
Sent: Thursday, July 31, 2025 4:35 PM
To: Kate Settle; Penny Overstreet
Subject: External - Online Form Submittal: Advisory Board and Committee Application Form

Caution: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

Advisory Board and Committee Application Form

First Name	John
Last Name	Timmins
Street Number	127
Street Name	n. Palmetto
Street Type	Avenue
P.O. Box	Field not completed.
City	Flagler Beach
State	FL
Zip	32136
Phone Number	3864515226
Cell Phone	Field not completed.
Email Address	racefan9@cfl.rr.com
Occupation	retired Marine Engineer
Number of Years as a Resident	40
How many Commission Meetings have you attended?	30?
Are you registered to vote in Flagler County	Yes

Please describe your professional and/or volunteer experience which best qualifies you for your selection to the board(s) or committee(s).

Park committee. I help maintain N. Palmetto Park

Please check all boxes of the Committees you would like to serve.

Boards and Committees *Field not completed.*

Have you served on a City Board or Committee in the past? No

Email not displaying correctly? [View it in your browser.](#)

**CITY OF FLAGLER BEACH
ADVISORY BOARD AND COMMITTEE APPLICATION FORM**

(Please fill out form completely)

Name: Kathleen Conrad Date: 8/6/25
Physical address: 1728 S Central Ave. Flagler Bch. 32136

Mailing address: _____

Home phone: _____ Daytime phone: cell 954-270-6570

Fax: _____ E-Mail: beachsidegir11954@yahoo.com

Occupation: therapist

Number of years of City residence: 18 Own: ☒ Rent: _____

Are you registered to vote in Flagler County? Yes ☒ No _____

Identify the board(s) or committee(s) to which you request appointment:

Parks & Recreation board

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to the board(s) or committee(s):

I am currently on the personnel advisory review board & city redevelopment committee. I also volunteer for all of the city's centennial events

How many City Commission/board meetings have you attended in the last 2 years? 6

Have you ever served on a City advisory board or committee in the past?

Yes _____ No ☒

If yes, please describe: _____

Kathleen Conrad
Signature

Please return this application to the City Clerk, P.O. Box 70, 105 S. 2nd Street,
Flagler Beach, Florida 32136

Penny Overstreet

From: noreply@civicplus.com
Sent: Friday, August 8, 2025 7:28 PM
To: Kate Settle; Penny Overstreet
Subject: External - Online Form Submittal: Advisory Board and Committee Application Form

Caution: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

Advisory Board and Committee Application Form

First Name	Amanda
Last Name	Tully
Street Number	128
Street Name	N Palmetto
Street Type	Ave
P.O. Box	Field not completed.
City	Flagler Beach
State	FL
Zip	32136
Phone Number	3869313667
Cell Phone	3869313667
Email Address	AmandaTullyRealtor@gmail.com
Occupation	Real Estate Sales
Number of Years as a Resident	8
How many Commission Meetings have you attended?	3-4
Are you registered to vote in Flagler County	Yes

Please describe your professional and/or volunteer experience which best qualifies you for your selection to the board(s) or committee(s).

I have a strong background in community involvement, project coordination, and working with diverse groups to get things done. I care deeply about preserving and enhancing our parks and beaches so they remain safe, beautiful, and welcoming for everyone. My skills in communication, organization, and problem-solving—paired with my passion for our town—would make me a valuable contributor to the Parks committee.

Please check all boxes of the Committees you would like to serve.

Boards and Committees ☒ Parking Committee

Have you served on a City Board or Committee in the past? ☒ No

Email not displaying correctly? [View it in your browser.](#)

CITY OF FLAGLER BEACH
ADVISORY BOARD AND COMMITTEE APPLICATION FORM
(Please fill out form completely)

Name: Tim DAVIS Date: _____

Physical address: 1618 S. OCEANSHORE BLVD

Mailing address: SAME

Home phone: (440) 539-1053 Daytime phone: _____

Fax: _____ E-Mail: JABCO222@GMAIL.COM

Occupation: RETIRED

Number of years of City residence: 5 Own: ☒ Rent: _____

Are you registered to vote in Flagler County? Yes ☒ No _____

Identify the board(s) or committee(s) to which you request appointment:

PARKS COMMISSION

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to the board(s) or committee(s):

BUSINESS OWNER, VOLUNTEER AT BETTY STEPLICK

How many City Commission/board meetings have you attended in the last 2 years? 2

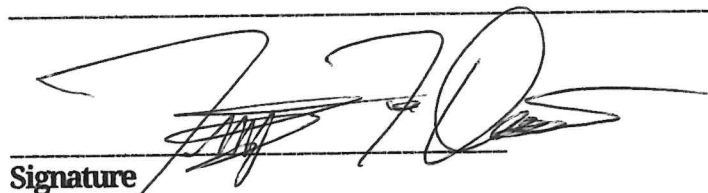
Have you ever served on a City advisory board or committee in the past?

Yes ☒ No _____

If yes, please describe:

PARKS COMMISSION LAST YEAR

Signature



Please return this application to the City Clerk, P.O. Box 70, 105 S. 2nd Street, Flagler Beach, Florida 32136

RESOLUTION 2025-61

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, FOR THE CREATION OF A FLAGLER BEACH PARKS COMMITTEE; PROVIDING FOR THE ESTABLISHMENT, PURPOSE AND DUTIES OF SAID COMMITTEE; PROVIDING FOR APPOINTED MEMBERS AND TERMS; SETTING FORTH OFFICERS, RULES AND PROCEDURES; PROVIDING A SUNSET CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission recognizes the value of citizen involvement in planning recreation and leisure programs, and the use of parks and other recreational facilities; and,

WHEREAS, the City Commission sees value in the action the Ad-Hoc Parks Committee has taken and desires to create a Parks Committee of continuous existence or until there is no longer a need for the input; and,

WHEREAS, the City Commission of Flagler Beach wishes to create a City Parks Committee to serve as volunteers and advisors to assist the City with recreation services and facilities;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The “WHEREAS” clauses above are hereby incorporated herein as legislative findings.

SECTION 2. Creation. The City Commission hereby creates a committee to be known as the Flagler Beach Parks Committee. The Committee shall be viewed as an Advisory Committee of the City. The Committee's jurisdiction shall be to recommend a Parks and Recreation Master Plan for utilization and conservation of the City's Parks and Recreational areas, coordinate and plan special recreational events and programs and other duties as assigned by the City Commission. Based on this recommendation the City Commission may request the Committee to execute a plan. The Committee shall come into formal existence upon approval of this Resolution.

SECTION 3. Membership. The Committee shall consist of seven (7) members. A quorum will constitute four members. Certain Staff shall serve as Ex-Officio Members the Committee for the purpose of advising and providing information necessary for the Committee to complete its assigned tasks. The Ex-Officio Members shall be the City Manager, Community Redevelopment Agency (CRA) Director, Facilities Supervisor and Recreation Director.

SECTION 4. Eligibility. Members of the Committee shall, during their term of service, be residents of the City of Flagler Beach. Members shall be appointed by the City Commission which may consider background, financial knowledge and ability, education, professional and life experience and community involvement of the applicant.

SECTION 5. Appointments. The Members of the Committee shall be appointed by the City Commission for a term of two (2) years. However, the first organizational appointments will be staggered with four (4) members being appointed for two (2) year terms and three (3) being appointed for an initial one (1) year term.

SECTION 6. Vacancies

- (1) Membership of the committee can be terminated when:
 - (a) A member is absent from three (3) regularly scheduled meetings of the committee during a calendar year; regardless of whether such absence is excused or unexcused. All absences will be duly recorded in the meeting minutes. Absences from emergency or special meetings will not be recorded against a member in calculating the percentage of absences. Special exceptions on the removal of members for absences may be made by the Chair when the absences are due to health or time limited extenuating circumstances and the absences do not affect the ability of the committee to maintain a quorum; or
 - (b) A member resigns; or
 - (c) A member no longer meets the eligibility requirements; or
 - (d) A member's term expires.
 - (e) A member conducts themselves in a manner unbecoming a representative of the City.
- (2) The Chair shall immediately, upon receipt of a resignation or when advised of a vacancy, notify the City Manager/City Clerk; and the City Commission shall be requested to appoint a person to fill the unexpired term of the member. The Commission shall designate who should fill the vacancy.
- (3) Should a resignation be submitted to Staff, they will immediately notify the Chair and the City Manager/City Clerk.

SECTION 6. Committee Operations. The Committee shall meet at least once monthly, on a date and time agreed upon by the members. The Committee shall have no authority other than as stipulated by the mission defined and approved by the Commission. A report of Committee activities shall be presented at City Commission meetings when requested.

SECTION 7. Officers Chair. Shall be voted on by the membership for a one-year term. Shall preside over meetings and other activities as deemed appropriate. Shall report Committee activities at the Commission Meetings. Vice-Chair. Shall be voted on by the membership for one-year term. Shall take over duties in the absence of the Chair.

SECTION 8. Sunset Provision. The City Commission will review the activities and accomplishments of the committee every two (2) years based on a formal review by the City to determine if the committee has completed its original objectives. The Committee shall cease existence upon successful accomplishment of the mission as determined by the Commission, or at the discretion of the Commission after review of the activities/accomplishments every two (2) years.

SECTION 9. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 10. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 11. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach on this 28th day of August, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



Staff Report

City Commission Regular Meeting

August 28, 2025



To: City Commission
From: Dale Martin, City Manager
Meeting Date: August 28, 2025
Item Name: Resolution 2025-57. A Resolution by the City Commission of the City of Flagler Beach, Florida, to codify the Goals of the City Commission as developed from the Strategic Planning Session; providing for conflict and an effective date.

Background:

At the July 10, 2025, City Commission Regular Meeting, discussion ensued regarding having more details of the agreed-upon goals reached at the April 29, 2025, Strategic Planning Session. A consensus was then reached to have City Commissioners provide measurable goals to the City Manager by no later than the return from the Florida League of Cities Conference (August 18, 2025) for subsequent City Commission consideration. This amended resolution is the result of those communications.

Fiscal Impact:

The codified Goals support the budget requests for fiscal year 2025-2026 and the capital budget.

Staff Recommendation:

Attachments:

1. 2025-57

RESOLUTION 2025-57

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO CODIFY THE GOALS OF THE CITY COMMISSION AS DEVELOPED FROM THE STRATEGIC PLANNING SESSION; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City Commission, joined by senior City staff, conducted its annual Strategic Planning Session on April 29, 2025, at the Wickline Center; and,

WHEREAS, the City Commission discussed a variety of issues related to the governing and quality of life in the City of Flagler Beach, such as downtown (Community Redevelopment Area, economic development, aesthetics, parking), tourism, beach management and maintenance, infrastructure (parks, water, wastewater, stormwater), City facilities and leaseholds, City fleet planning, and resiliency; and,

WHEREAS, the codified goals will be utilized to prepare the proposed budget for FY 2025/26 and additional years, as necessary;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The City Commission approves the following goals developed during the 2025 Strategic Planning Session:

- Develop and implement a Stormwater Master Plan
 - Phase II Stormwater Plan presented by McKim & Creed staff (Jul 10, 2025)
 - Operational Stormwater Plan presented to City Commission (Oct 3, 2025)
 - Subsequent implementation of Stormwater improvements (TBD)
- Construct Wastewater Treatment Plant improvements
 - Dewatering facility operational (Mar 28, 2026)
 - Master lift station/equalization basin ground-breaking (Jun 1, 2026)
- Develop a Mobility and Parking Management Plan
 - Mobility Plan presented to City Commission (Dec 11, 2025)
 - Parking consultant presentations to City Commission (Jan 8, 2026)
 - Mobility Fee (First Reading) presented to City Commission (Mar 12, 2026)
- Improve City Parks
 - Appoint members to Parks Committee (Sep 11, 2025)
 - Wickline Playground contractor selected (Dec 11, 2025)
 - Veterans Park conceptual plan presented to City Commission (Jan 22, 2026)
- Develop a City Fleet Management Plan
 - Plan presented to City Commission (Feb 12, 2026)

- Develop a City Facility Plan
 - Plan presented to City Commission (Mar 26, 2026)

SECTION 2. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 3. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 4. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 28th day of August, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



Staff Report

City Commission Regular Meeting

August 28, 2025



To: City Commission
From: William Freeman, City Engineer/Public Works Administrator
Meeting Date: August 28, 2025
Item Name: Resolution 2025-59. A Resolution by the City Commission of the City of Flagler Beach to award construction services for clearing blockages in the North Clarifier underground piping at the Wastewater Treatment Plant to U.S. Submergent Technologies for an amount not to exceed \$52,500; providing for conflict and an effective date.

Background:

The Flagler Beach Wastewater Treatment Plant was constructed in 1987. The plant has two clarifiers (designated as the North and the South Clarifier) which contribute to the initial process of wastewater treatment, separating solid material from liquid. Only one clarifier is operational at this time: the North Clarifier's underground piping has a blockage, which renders the clarifier non-functional. Despite several internal efforts, staff could not determine the actual location (even with use of a camera) or alleviate the blockage.

Using the terms of a previously procured contract from the City of Orlando ("piggyback"), U.S. Submergent Technologies will insert a high-pressure jetting system to break up and remove the blockage in order to have a fully functional clarifier.

Fiscal Impact:

Funding for the repair (\$52,500) will be drawn from the Wastewater Treatment Plant budget (Repairs and Maintenance line, 401.5351.304600.)

Staff Recommendation:

Staff recommends approval of Resolution 2025-59, awarding the contract for clearing blockages in the North Clarifier to U.S. Submergent Technologies for an amount not to exceed \$52,500.00.

Attachments:

1. 2025-59
2. City of Flagler Beach Clarifiers (7)
3. City of Orlando Term Contract IFB23-0211 executed 08.01.2023
4. City of Orlando Permission to Use Piggyback Contract

RESOLUTION 2025-59

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO AWARD CONSTRUCTION SERVICES FOR CLEARING BLOCKAGES IN THE NORTH CLARIFIER UNDERGROUND PIPING AT THE WASTE WATER TREATMENT PLANT TO U.S. SUBMERGENT TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED \$52,500; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach operates a Wastewater Treatment Plant which has two clarifiers: North and South Clarifiers; and,

WHEREAS, the North Clarifier has a stoppage that needs repair and city staff are unable to repair in-house; and,

WHEREAS, the City staff recommends utilizing an existing contract with the City of Orlando and U.S. Submergent Technologies, honoring the pricing from the contract to restore the North Clarifier; and,

WHEREAS, City Staff reviewed and vetted the contract and references and recommends that the City Commission award the Wastewater Treatment Plant repair and maintenance project to U.S. Submergent Technologies; and,

WHEREAS, funding for the North Clarifier restoration will be taken from the Wastewater Treatment Plant Repair and Maintenance line;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The City Commission authorizes the execution of a contract with U.S. Submergent Technologies in an amount not to exceed \$52,500.00 to complete the aforementioned Public Works Project.

SECTION 2. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 28th day of August, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



COST ESTIMATE

Date

June 26, 2025

Expires

August 25, 2025

US Submergent Technologies

2201 Cantu Ct, Ste 116
Sarasota, FL 34232

Paul Stephenson
pstephenson@ussubmergent.com
+18633998221

Prepared for

City of Flagler Beach

105 S Second St
Flagler Beach, FL 32136

Johnny Lynn
Wastewater Plant Superintendent
jlynn@cityofflaglerbeach.com
+13865172029

On behalf of U.S. Submergent Technologies (USST), we are pleased to provide this cost estimate for your consideration to remove the accumulated material(s) from the **Clarifier(s)**. The following pricing schedule includes the costs of providing a complete operation of removing and disposing of the estimated volumes of material to be removed.

General Scope of Work:

USST will reach and remove material from agreed-upon structures utilizing a combination of vacuum, pumping, jetting and/or reaching components using patented and appropriate equipment, as well as a trained and capable service crew. USST will provide mobilization and demobilization to and from the project site and to disposal facility. USST will clean work area(s) to pre-project conditions upon completion of project.

An itemized pricing schedule follows.

Pricing based on: **Piggyback**

Payment Terms: **Net-30 on receipt of Invoice**

Products & Services

Products & Services	Quantity	Unit	Unit price	Price
Mob/Demob, Non-Emergency	1	Lump Sum	\$6,500.00	\$6,500.00
Time, Labor & Equipment (Vac Only)	4	Per Day	\$4,250.00	\$17,000.00
Confined Space Entry	6	Per Day	\$3,000.00	\$18,000.00
Jetting	1	Per Day	\$1,200.00	\$1,200.00
Jetting - Heavy Debris	2	Per Day	\$2,500.00	\$5,000.00

Products & Services	Quantity	Unit	Unit price	Price
Labor, Hourly	16	Per Hour	\$150.00	\$2,400.00
Labor, Hourly (Copy)	16	Per Hour	\$150.00	\$2,400.00
Disposal, Onsite, Pressure Box	3	Per Day	\$1,200.00	\$0.00 after 100% discount
One-time subtotal				\$52,500.00
				after \$3,600.00 discount
Total				\$52,500.00
Total Contract Value				\$52,500.00

Project Assumptions and Additional Conditions:

The pricing schedule summarizes the estimated quantities and standard unit costs based on our understanding of existing conditions, our interpretation of the RFP scope and/or specifications that have been made available to us.

- Rates are based on a Monday through Friday (8:00 AM – 4:00 PM) workday. If Weekend work and/or second/third shift work is authorized, overtime rates will be charged.
- A signed Cost Estimate and/or Purchase Order is required prior to project commencement. Upon acceptance of this signed Cost Estimate and/or Purchase Order, USST will schedule the project on a mutually agreed date with a minimum of 5-days lead time.

USST production rates are based on physical access to the structure, distribution of accumulated materials, as well as the type and quantity of materials to be removed.

- USST will maintain daily performance/production records.
- All waste (actual quantities) will be manifested, transported and disposed of in accordance with all applicable Local, State and Federal regulations.

Unit costs will be billed on actual quantities of time, labor and equipment required to complete the scope. Transportation & Disposal costs are based on conforming with waste

profile approval for “Non-Hazardous Waste”; approval is required prior to scheduling of this project.

- If applicable, a Demurrage Rate will be charged at \$950 per hour rounded to the nearest half-hour.
- A fuel surcharge shall be added to all invoices equal to one-percent (1 %) of the estimate value.
- Where applicable, it is the Client’s responsibility for payment of unforeseen fees, taxes, or unexpected administrative costs which USST may incur during execution.

USST shall provide all labor, materials and equipment, unless otherwise discussed, to complete the agreed-upon services.

USST shall perform its services with the standard of care, diligence and skill ordinarily exercised by firms providing similar services and in accordance with accepted and sound professional practices and procedures. USST shall comply with all OSHA-10 standards and all applicable Local, State and/or Federal health and safety regulations.

USST is not responsible for damage to landscape, landscape restoration, damage to aeration systems, or underground utilities not clearly marked and made aware of prior to project start.

USST reserves the right to reject any order based on differences in interpretation of the specification, or for any reason, at the time the order is tendered.

General Terms and Conditions:

This proposal includes the draining of the 16-inch pipe going from the splitter box to the North Clarifier with all material being disposed of on-site at customers designated on-site location. USST will also conduct a CCTV inspection to identify blockages within the pipe. This cost estimate includes jetting from the splitter box to the North Clarifier, as well as Heavy Jetting from the North Clarifier to the splitter box.

Should you have any questions or concerns about this cost estimate, please do not hesitate to contact me directly by email or phone.

Project Acceptance

Client Signature

Signature

Date

Printed name

INVITATION FOR BID (IFB)

IFB23-0211

RESERVOIR ENVIRONMENTAL CLEANING SERVICES



The City of Orlando Procurement and Contracts Division has implemented an electronic bidding system to streamline solicitation responses.

[CITY OF ORLANDO PROCUREMENT AND CONTRACTS SITE](#)

**ONLY ELECTRONIC RESPONSES WILL BE ACCEPTED FOR THIS
SOLICITATION - ALL OTHER RESPONSES SHALL BE CONSIDERED
NON-RESPONSIVE**

City of Orlando
INVITATION FOR BID (IFB)
IFB23-0211
RESERVOIR ENVIRONMENTAL CLEANING SERVICES

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Attachments:

A - IFB_Attachments_A_-_I_RECS 23-0211

B - IFB_Bid Price Form_23-0211

1. INTRODUCTION

1.1. Summary

The intent for Structure Cleaning Services is for the procurement of emergency and non-emergency sediment and debris removal and disposal services on an as-needed basis. It is the City of Orlando's (City) intent to award contracts to multiple Contractors if possible, so Bidders that cannot provide all of the additional features may bid on only those pay items that they have the proper equipment to provide. The use of a closed loop system that pumps the solids to a sealed, pressurized debris collection container which decants the liquid back into the pipeline or structure without emitting significant noise and odor is safer and more efficient for large diameter structures. The Contractor will be responsible for proper removal, hauling, and disposal of sediment and debris collected from various structures anywhere in the City as required for each project assignment. The City will not incur a disposal fee in the event sediment and debris are left onsite. Supporting documentation to include hauler manifest and dump ticket will be provided with the invoice. The City reserves the right to require the Contractor to respond to emergencies within a two-hour time frame.

1.2. Contact Information

Direct all questions and inquiries to the following:

Javarie McDonald

Purchasing Agent II

400 S Orange Avenue

Procurement and Contract Division 4th Floor

Orlando, FL 32801

Email: javarie.mcdonald@orlando.gov

Phone: (407) 246-2364

Department:

Procurement and Contracts Division

1.3. Timeline

Note: All time references in this solicitation are to City of Orlando local time on the date specified.

Issue Date	March 3, 2023
Cut-off date for Questions by Bidder	March 10, 2023, 5:00pm

Bid Due Date and Time	April 4, 2023, 2:00pm JOIN THE VIRTUAL BID OPENING. Online: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmFIMjUxZDUtMTU3OS00ZTc0LTk0MDAtZTg5NTI2YmFjMzZI%40thread.v2/0?context=%7b%22Tid%22%3a%227594da9b-294b-4acf-913b-d159ae921564%22%2c%22Oid%22%3a%22e3e91c6c-aa8e-4cf4-9514-0ee59fcbec65%22%7d Call into the virtual meeting by dialing this phone number: +1 321-247-7568 Once dialed-in and prompted, enter the Conference ID: 280 261 905 108
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2. GENERAL INFORMATION

2.1. SOLICITATION INFORMATION

The City's Procurement and Contracts Division is the official source to obtain information relating to City of Orlando procurements. It is incumbent on the Bidder to obtain current bid and award information prior to and after the scheduled opening date of a solicitation. Information is updated as it becomes available. An award, or recommendation of award, may be made at any time after the scheduled opening date of a solicitation. You may obtain award and other solicitation information in a variety of ways, such as:

- A. Bid documents are available for download from the VendorLink website:
 - o You may access solicitation information by visiting the City's VendorLink website by copying the following link in your web browser:
vendorlink.cityoforlando.net
- B. You may also contact the Procurement and Contracts Division at (407) 246-2291 or visit us during normal business hours, to obtain award information and other documents at:

City of Orlando
Procurement and Contracts Division
400 South Orange Avenue, Fourth Floor
Orlando, Florida 32801

Please remember, email notification is provided as a courtesy to our Bidders, but it is the Bidder's responsibility to check with the City of Orlando's website at: vendorlink.cityoforlando.net for current bid and other procurement information.

We appreciate your interest in doing business with the City of Orlando.

2.2. CONTRACT TERM

It is the intent of the City to award a Contract for a three (3) year term to begin upon approval and execution by the City. The Contract may, by mutual assent of the parties, be renewed for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

2.3. SCHEDULE

The Timeline Section of this solicitation contains the scheduled calendar of events with important dates and times for this Solicitation. Dates and times are subject to change by the City's Chief Procurement Officer (CPO) or designee, at their sole discretion. If the Procurement and Contracts Division determines that it is necessary to change these dates or times prior to the Bid due date, the change will be announced via an addendum.

2.4. PRE-BID CONFERENCE, IF APPLICABLE

If applicable, the purpose of a Pre-Bid Conference is to review and discuss the solicitation (and any addenda) as published. A representative from the Procurement and Contracts Division and a technical representative from the using department will be present to discuss the solicitation.

3. BID SUBMITTALS

Bidders are solely responsible for ensuring that their submittals are complete, uploaded and submitted in the VendorLink system by the bid due date and time. The City shall not be responsible for any submission delays or failures caused by any occurrence. Bidders are expected to examine this solicitation, specifications, associated drawings, if any, and all instructions. Failure to do so will be at the Bidder's risk.

Each Bidder shall furnish the information required on each bid submittal form and each accompanying sheet thereof on which an entry is made.

The following items must be completed and uploaded as part of your electronic bid submittal. **Failure to complete and return required forms may result in your bid being deemed non-responsive and not considered for award.**

- A. **Bid Pricing** - All prices shall be entered online. For instructions on submitting Electronic Bid Pricing (which is required by this solicitation), see **Section 7**.
- B. **Attachment A** - Bidder's Questionnaire. This form must be downloaded, completed, and uploaded as a part of the bid package.
- C. **Attachment B** - Bidder's Certification Form. This form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.
- D. **Attachment C** - Contract and Acceptance Form. This form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.
- E. **Attachment D** - Minority/Women-Owned Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the bid package.
- F. **Attachment E** - Veteran Business Enterprise Participation Form. This form must be downloaded, completed, and uploaded as a part of the bid package.
- G. **Attachment F** - Conflict of Interest Disclosure Form. This form must be downloaded, completed, and uploaded as a part of the bid package.
- H. **Attachment G** - Confidential and/or Proprietary Information Exemption Form. This form must be downloaded, completed, and uploaded as a part of the bid package.
- I. **Attachment H** - Addendum Receipt Verification Form. If an Addendum(s) is issued, this form must be downloaded, completed, signed, scanned, and uploaded as a part of the bid package.

- J. **Attachment I – Certification Regarding Prohibition Against Contracting With Scrutinized Companies.** This form must be downloaded, completed, and uploaded as a part of the bid package.
- K. Copy of Bidder's current W-9 is to be signed and uploaded as a part of the bid package.
- L. Bid Security, if applicable.
- M. Proof of insurance - If applicable, please refer to **Section 5 – Insurance Requirements**

4. SCOPE OF WORK

4.1. General

The intent for Structure Cleaning Services is for the procurement of emergency and non-emergency sediment and debris removal and disposal services on an as-needed basis. It is the City of Orlando's (City) intent to award contracts to multiple Contractors if possible, so Bidders that cannot provide all of the additional features may bid on only those pay items that they have the proper equipment to provide. The use of a closed loop system that pumps the solids to a sealed, pressurized debris collection container which decants the liquid back into the pipeline or structure without emitting significant noise and odor is safer and more efficient for large diameter structures. The Contractor will be responsible for proper removal, hauling, and disposal of sediment and debris collected from various structures anywhere in the City as required for each project assignment. The City will not incur a disposal fee in the event sediment and debris are left onsite. Supporting documentation to include hauler manifest and dump ticket will be provided with the invoice. The City reserves the right to require the Contractor to respond to emergencies within a two-hour time frame.

4.2. Scope of Work

A. The Contractor shall furnish all labor (to include personnel certified to enter confined spaces), materials and equipment necessary for properly cleaning various size structures and equipment in confined space entries , and requires the application of reasonable initiative and independent judgement. Types of structures shall include both Sanitary Sewer and Stormwater systems. Structures shall be cleaned using hydraulically-propelled, and/or high velocity water jet sewer cleaning equipment capable of removing sand and/or debris in surcharged conditions. Structures shall be defined as a tank, basin, pond and other types of structures including, but not limited to channels, equalization tanks, clarifiers, aeration basins, oxidation ditches, anoxic tanks, filter media bays, contact basins, digesters, headworks, grit chambers, containment units, thermal process tanks, package plants, reject ponds, lift stations, backwash basins, splitter boxes, baffle boxes, manholes, sumps or sediment traps.

B. Debris shall be defined as sand, silt, solids, rags, sludge, rocks, bricks, loose gaskets, pieces of broken pipe and other foreign objects encountered in structures. The cleaning process shall be able to remove all debris from each structure that is identified by the City. The selection of cleaning equipment and method shall be based on the structure type, amounts of debris anticipated, and the known condition of the structure, and will be subject to the City's approval for the method used and the applicable pay item. All cleaning equipment and devices shall be operated by personnel who are properly trained and qualified in using that type of equipment or device.

C. The Bidder will be required to submit a minimum of three (3) references, within the State of Florida, that demonstrate that they have the necessary equipment, experienced personnel, and are capable of cleaning large diameter structures, utilizing a closed loop

system, in surcharged conditions, per this specification. The Contractor may be required to demonstrate the performance capabilities of the cleaning equipment proposed for use on the project. If the results obtained by the proposed cleaning equipment are not satisfactory, the Contractor may be required to utilize different personnel, equipment and/or attachments, as necessary to meet the requirements.

D. Satisfactory precautions shall be taken to protect structures, equipment and adjacent facilities from damage that might be caused by improper use of the cleaning equipment or method. Any damage resulting from Contractor negligence shall be repaired by Contractor at no cost to and to the satisfaction of the City.

4.3. Equipment

A. All cleaning equipment shall include an extraction device that removes all solids and decants water back into the structure without the release of debris. The cleaning equipment shall have an approximately 49 foot boom crane with telescoping tubes and shall have a downhole system that enables the removal of debris from deep or submerged conditions. The equipment shall have a minimum 15 cubic yard debris tank, capable of being pressurized for debris and water separation. If the site conditions are such that large debris amounts are anticipated, then the equipment shall be capable of operating in conjunction with pressurized roll off containers.

B. The cleaning equipment shall include a debris extraction device that does not release particulate matter into the atmosphere and does not allow the debris being removed to pass downstream from the access point or back into the system being cleaned. The cleaning equipment shall be able to operate without the need of bypass pumping during the cleaning operations.

C. High Velocity Water Jet Cleaning:

1. The jetting equipment must be specifically designed and controlled to thoroughly clean the structure without damage. A working pressure gauge shall be used on the discharge of all high pressure water pumps. The jet nozzles shall be adjustable from an upward angle used to clean loose debris underneath the top of the structure, to a downward angle in order to clean the bottom or sides depending on the structure needs and corrosion conditions. The pressure and flow rate shall also be adjustable and controlled to an appropriate level for the cleaning requirements, so as to prevent further damage to the structure.

2. The primary water pump should be rated at least 140 gpm at 2000 psi and have additional capacity as needed to perform the work. To take full advantage of the Closed-Loop capabilities and increase production, the Closed-Loop system equipment shall have a hose reel and hose that is capable of cleaning at least 1000 LF from one access point.

D. Hydraulically Propelled Cleaning Equipment:

The hydraulically propelled equipment must be specifically designed to remove large amounts of debris and sediment under surcharged conditions. Hydraulically propelled equipment must be capable of properly functioning without the use of additional water.

E. Debris Collection:

1. The debris collection system shall include both vacuum and pumping capability with a sealed containment unit that must be able to safely transport either sanitary sewer or storm system debris to a legal disposal site without leakage or emitting any significant amount of odor. Any damage resulting from Contractor negligence shall be repaired by a licensed contractor or a City of Orlando contractor at no cost to and to the satisfaction of the City. The system must have the capacity to keep up with the cleaning operation and be able to handle a high percentage of solids. The debris collection system shall be capable of capturing 99% of the solids and debris, and decanting only water back into the collection system downstream of the debris collection point or into a discharge point designated and approved by the City.
2. The debris collection system shall have a telescoping boom and tube system that is capable of reaching approximately 49 feet from the center of the debris collection vehicle into the structure for effective placement of the vacuum/pumping tube.
3. Sand and sediment collected during operations must be able to pass the paint filter dry test to be eligible to collect pay items for debris disposal. All sanitary sewage or wastewater treatment plant structures will be eligible for the pay item for Disposal of Sanitary Sewer Solid Waste Material. All stormwater systems or structures will be eligible for the pay item for Disposal of Stormwater System Solid Waste Material.

4.4. Execution

- A. All equipment and devices shall be operated by experienced operators so that cleaning process is efficient and effective, and the pipe or structure is not damaged during the cleaning process. The cleaning process shall include a multi-step cleaning procedure until the entire structure is clean and has been approved by the City. The Contractor shall only use biodegradable materials which will not create hazards to health or property or affect stormwater receiving bodies or sewage treatment plant processes.
- B. The jetting action from the nozzle will propel the cleaning head to a chosen point (depending on the amount of sediment) to loosen the sludge, sediment and debris. The operator shall retract the nozzle to the access point, where a submersible pump or vacuum suction line will transport the collected solids and water to the debris collection container. The operator will extend the nozzle to further points in the structure and repeat this procedure until the furthest point has been reached and is clean of all sediment and debris. The Contractor is responsible to use whatever means necessary to remove all sediment and debris from the structure or system without damage to the facility. The debris collection system shall separate the solids and return only liquid back into the system or structure.

C. The Contractor shall be responsible for obtaining a water meter and pay all related costs as necessary. All expenses shall be considered incidental to the cleaning of the structure. No fire hydrant shall be obstructed or used when there is a fire in the area.

D. In addition to the requirements herein, the Contractor shall maintain a safe and clean work area so as to comply with Federal, State, and local environmental and anti-pollution laws, ordinances, codes, and regulations when cleaning structures and disposing of waste debris. The Contractor shall also keep the work area and surrounding area free of accumulations of dirt, dust, waste materials, rubbish and debris. Suitable containers for storage of waste materials, debris and rubbish shall be provided by the contractor until time of disposal. It is the sole responsibility of the Contractor to secure a licensed legal disposal site for the disposal of the debris material. Under no circumstances shall sewage or solids removed from a sanitary sewer system be spilled or dumped in streets, ditches, catch basins, or storm drainage systems.

E. The Contractor shall be required to have all materials, water source, equipment, and labor necessary to complete the work on the jobsite prior to beginning the cleaning process and starting the clock regarding payment. Partial days of work will be prorated for payment if a minimum 8 hours of work has not been performed during a day.

4.5. Pollution and Noise Controls

A. Contractor shall minimize noise, vibration and pollution caused by their activities, and control the removal and disposal of solid and hazardous wastes according to the following Performance Criteria:

1. Noise Control shall be in accordance with Federal, State, and City regulations. The equipment noise level shall not exceed 75 Db measured at a distance of 50 feet, during normal operating conditions. The Contractor shall comply with all City Ordinances and regulations dealing with noise abatement.

2. Vibration Control shall be in accordance with Federal, State, and City regulations. It is the Contractor's sole responsibility to prevent damage from vibration to adjacent structures and property.

3. Air Pollution Control shall be in accordance with Federal, State, and City regulations.

4. Fugitive Dust:

a. Do not cause or allow the emissions of from any transport, handling, construction or storage activity to remain visible in the atmosphere beyond the property line of the emission source.

b. Take precautions to minimize dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste.

c. Do not cause or allow particulate matter to exceed 100 mg/m³ when determined as the difference between upwind and downwind samples collected on high volume samples at the property line for a minimum of five hours.

d. Take precautions to prevent visible particulate matter from being deposited upon public roadways as a direct result of construction or hauling operations. Precautions shall include the removal of particulate matter from equipment before movement to paved streets, or the prompt removal of material from paved streets onto which such material has been deposited.

e. The cleaning equipment shall include a debris extraction device that does not release particulate matter into the atmosphere.

B. Solid and Hazardous Waste

Solid and Hazardous Waste Control shall be in accordance with Federal, State, and City regulations. The Contractor is solely responsible for the disposal of any hazardous waste that is generated by the Contractor's operation.

1. Execution: In order to implement these regulations, the Contractor shall use the following procedures and techniques:

a. Dust Control

(1) Cover loads of materials, debris and soil transported from construction sites.

(2) Daily water down and sweep streets which have heavy volumes of construction vehicles carrying debris and excavated materials.

(3) Establish regular cycles and locations for washing trucks which haul soil from the site.

(4) Water down construction sites as needed to suppress dust, during handling of excavation soil or debris or during demolition.

(5) Burning of wastes on site is prohibited. Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.

(6) Use construction equipment which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the EPA, state and local authorities. The Contractor shall have available evidence of such design and equipment shall be maintained and made available for inspection by the City Representative.

(7) Establish and maintain records of the routine maintenance program for internal combustion engine powered vehicles and equipment used on the project. These records shall be held available for inspection by the City.

C. Solid and Hazardous Waste Disposal:

1. Solid wastes may be disposed of in a number of ways, including legal land spreading, controlled incineration, public or private dump sites, either free or for a fee. The method

of disposal is restricted according to the classification of the waste material by the CFR 40 – 190 to 399, and by local requirements.

2. Hazardous wastes are wastes listed in 40 CFR Part 261, Subpart D as hazardous or they are wastes characterized in 40 CFR Part 261, Subpart C as hazardous by exhibiting one of four characteristics: ignitability (i.e., an oxidizer or flash point < 140°F), corrosivity (i.e., Ph < 2 or > 12.5), reactivity, or toxicity.

3. A hazardous waste determination must be made of any waste material. If the material is hazardous, then it must be recycled, treated, stored, or disposed at a Hazardous Waste facility authorized by DEP, EPA or another state. Hazardous Waste cannot be disposed on or in the ground, or in local landfills, septic tanks, or injection wells. Regardless of quantity, the generator of Hazardous Waste is ultimately responsible for the waste, and can be held liable for improper management of Hazardous Waste even though it may have been sent to an authorized Hazardous Waste management facility using a licensed transporter authorized by DEP.

4. Haul routes for transporting sediment and debris solids or hazardous wastes are subject to the approval of the City.

-End of Section-

5. STANDARD TERMS AND CONDITIONS

5.1. COMMUNICATIONS; QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS

A. All communication and contact regarding this solicitation shall be directed to the Purchasing Agent referenced on the cover page of this solicitation.

B. To protect the integrity of the solicitation process and ensure fair consideration of all respondents, a prohibited communication period is hereby established commencing as of the time of the issuance of this solicitation and terminating upon execution of a contract (or, if the solicitation is cancelled, upon cancellation of the solicitation).

- Except for communication with the City's designated point of contact set forth in this solicitation or as otherwise authorized by the City's Chief Procurement Officer, during the prohibited communication period, the City prohibits communication regarding the solicitation by a Bidder or potential Bidder (or on a Bidder or potential Bidder's behalf) to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, or any other person or entity providing advice to the City related to this solicitation.
- During the prohibited communication period, all contacts and communications regarding the solicitation by a Bidder, or potential Bidder, including their agents, representatives and others on their behalf, shall be directed to the City's Procurement and Contract Services Division in the manner provided below in this solicitation, unless otherwise authorized by the City's Chief Procurement Officer.
- Prohibited contact or communications during the prohibited communication period may result in disqualification from the solicitation process, rejection of the solicitation, or termination of any resulting contract as determined by the Chief Procurement Officer. In addition, prohibited contact or communications may also be grounds for suspension and debarment of a Bidder or potential Bidder under the City's Procurement Code.

C. Any questions by a Bidder relative to the interpretation of specifications or the bid process shall be addressed in writing as indicated below. In order to be answered prior to the submittal deadline, questions must be received by the Procurement and Contracts Division ten (10) days prior to the date set for the receipt of bids. Any interpretation made to prospective Bidders with respect to questions submitted prior to the cut-off date for questions to be answered prior to the submittal deadline will be expressed in the form of an Addendum to the specifications which, if issued, will be conveyed to all prospective Bidders no later than five (5) days before the date set for receipt of bids. Oral answers

and written answers not answered in an Addendum issued by the Procurements and Contracts Division will not be binding.

D. Bid openings shall be public, on the date and at the time specified on the bid form, with the total bid amount being read aloud. It is the Bidders responsibility to assure that their bid has been entered online no later than the due date and time of the bid opening. The Bidder's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Bid opening.

5.2. BIDDER QUALIFICATION

Bids will be considered from Bidders who have adequate personnel and equipment and who are so situated as to perform prompt service or provide required goods. The City reserves the right to request information or conduct an inspection of the Bidder's facility and equipment prior to the award of the contract.

Bids will be considered only from Bidders which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service 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 practice in the industry and as determined by the City.

5.3. ALTERATIONS/CHANGES TO BID PRICE FORM(S)

Bidder shall not change or otherwise alter the quantity or unit designations on the Bid Price Form(s). The unit price bid and total extensions must correspond to these designations. Each line item will be extended as indicated (quantity x unit price). The unit price shall prevail.

5.4. ADDENDA

It is the Bidder's responsibility to contact the Procurement and Contracts Division prior to submitting a Bid to ascertain if any Addenda have been issued, to obtain all such Addenda, and return executed Addenda with the Bid. If you have downloaded this Bid from VendorLink, please ensure that you also download all such Addenda. The failure of a Bidder to submit acknowledgment of any Addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the Bid.

5.5. UNBALANCED BIDS

As determined by the City's Chief Procurement Officer in the CPO's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup

documentation from the respondent if, in the Chief Procurement Officer's opinion, the prices are, or appear to be, excessively unbalanced.

5.6. WITHDRAWAL OF BIDS

After bid opening, no changes in bid prices or other provisions shall be permitted. Bidders may withdraw or correct a bid prior to the stipulated date and time for the opening of bids.

5.7. SELECTION/REJECTION OF OPTIONS

The City of Orlando reserves the right to select/reject options which are bid, based on price and other considerations as deemed to be in the best interests of the City.

5.8. IRREVOCABLE OFFER

The submission of a bid shall constitute an irrevocable offer to the City by the Bidder for a period of ninety (90) days from the date of bid opening to provide the goods and services set forth in this solicitation upon the terms, conditions, and provisions of this solicitation, at the pricing set forth in the bid.

5.9. QUANTITIES

The quantities for the items listed in this solicitation are estimated annual quantities for bid evaluation purposes only and should not be construed as representing actual quantities to be purchased. Moreover, it is understood by all Bidders that the City is not obligated to purchase any minimum or maximum amount during the life of a contract resulting from this solicitation.

5.10. BIDDER'S CERTIFICATION FORM

Each Bidder shall complete the "Bidder's Certification Form" included with this Invitation for Bids. The form should be acknowledged before a Notary Public with notary seal affixed on the document. The failure of a Bidder to include this document with their bid submittal will be cause for rejection of the bid.

5.11. SUBMITTAL OF BIDS

Bids shall be submitted utilizing the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount provided by a Bidder for any item are not in agreement, the unit price alone shall be considered as representing the Bidder's intention, and the totals shall be corrected to conform thereto.

5.12. INSPECTION, ACCEPTANCE, AND TITLE

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Bidder.

5.13. EXCEPTIONS TO TERMS AND CONDITIONS

When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's bid document(s). Inclusion of additional terms and conditions, such as those which may be on your company's standard forms, may result in your bid being declared non-responsive.

5.14. SPECIFICATIONS

- A. The specifications shown in the Invitation for Bids are intended to represent items of a quality level known to meet City's requirements. While the City endeavors to promulgate written specifications that are accurate and nonrestrictive for bidding purposes, they may also reference an item by manufacturer's name and model number. Bidders are cautioned that in the event of a discrepancy therein, such difference must be timely questioned in writing. Any written question must be received by the Procurement and Contracts Division at the address on the cover of this solicitation no later than ten (10) days prior to the bid opening.
- B. If any proprietary, trade, brand, or manufacturers' name or part number is used herein in describing the required equipment or materials, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment or goods that equals or exceeds the functional capability and quality of the named equipment. The City, in its sole discretion, shall determine whether equipment or goods are equivalent in capability and quality.
- C. In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the Bidder. The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each Bidder clearly states in their bid exactly what he proposes to furnish and forwards with their bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by their bid. The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the Bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith. If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacture or shipment may be required to submit

working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

- D. Bidders are strongly encouraged to submit equivalent equipment or materials for consideration during the question and answer period. If equivalent equipment or materials is proposed, indicate the manufacturer's name and model number for the equipment and include any literature or other explanation of the equipment's quality or performance with your bid.
- E. The equipment bid herein shall be new and shall be of the current production model. If applicable, detailed equipment specifications for make and model offered shall be provided with bid.
- F. Bidders may be required, at no expense or liability to the City, to make available for test/demonstration, equipment equal in all aspects to the equipment bid, and/or equal equipment that may be seen under operating conditions in the Central Florida area.

5.15. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

5.16. PRICES AND TERMS

All prices must be firm for the delivery schedule quoted herein. All prices shall be bid F.O.B. Destination delivered to any City of Orlando Department unless otherwise stipulated in the IFB.

5.17. TAXES

The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8015427957C-9 and is also stipulated on all our Purchase Orders.

5.18. POLITICAL SUBDIVISIONS

Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.

5.19. MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk.

5.20. SAFETY STANDARDS

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

5.21. MARKING

Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the Bidder and must also clearly indicate the City of Orlando Purchase Order Number and/or City Contract Number.

5.22. INVOICING AND PAYMENT

The Contractor shall be paid in accordance with Florida Statutes, upon submission of invoices to: AP_Invoices@orlando.gov or PO Box 4990, Orlando, FL 32802-4990. Invoices are to be billed at the prices stipulated on the purchase order and/or as outlined in this solicitation. All invoices must show the Purchase Order Number and/or City Contract Number.

5.23. DISCOUNTS

Bidders may offer a discount for prompt payment; however, such discounts shall not be considered in determining the lowest net price for bid evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Bidder is requested to offer price discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Accounts Payable Office, whichever is later.

5.24. PROMPT PAYMENT ACT

Payment by the City shall be made in accordance with Sections 218.70, et sq. Florida Statutes, Local Government Prompt Payment Act.

A. Proper Invoice

1. For purposes of billing submission and payment procedures, a "proper invoice" by a Contractor or other invoicing party shall consist of at least all of the following:

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- a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
 - b. the unit pricing, quantity and total amount due in accordance with the contract terms and conditions and applicable discount(s);
 - c. the full name of the Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
 - d. the Purchase Order or contract number as supplied by the City; and
 - e. an identification by Division, Office or Department of the party(ies) to whom the goods were delivered or services provided.
 - f. Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the Contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

B. Dispute Resolution

In the event a dispute occurs between a Contractor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City's Chief Procurement Officer shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

5.25. INSPECTION OF PUBLIC RECORDS

Bidders may request copies of the solicitation records in person or by written request to the City Records and Archive Management Services located at 400 South Orange Avenue, 2nd Floor, Orlando, Florida, 32801 or by calling (407) 246-2148. You may also email your request to records@orlando.gov. Pursuant to Florida State Statute Chapter 119.07, sealed bids are exempt from public inspection until such time as the City provides Notice of Intended Action or until thirty (30) days after bid opening, whichever is earlier.

5.26. IRREGULAR BIDS

Submissions made on documents other than the ones furnished by the Procurement and Contracts Division may not be considered. Changes in phraseology, additions, or limiting provisions made on the Invitation for Bids may render the bid irregular and may cause rejection. The City's Chief Procurement Officer, however, has the authority to waive minor irregularities.

5.27. CONTINGENT FEES

The Bidder warrants that no City official or employee was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

5.28. EVALUATION OF BID AWARD

The City reserves the right to award the bid to the responsive and responsible Bidder who submits the lowest bid meeting specifications. For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest bid shall be made after the application of all applicable programs and preferences established by the City, including but not limited to the City's MBE/WBE program and VBE preference. In determining whether a Bidder is responsible, the City reserves the right to consider matters such as, but not be limited to, quality offered, delivery terms, and service reputation of the Bidder.

5.29. AWARD OR REJECTION OF BIDS

The City's Chief Procurement Officer reserves the right to accept any, all or part of any bids, to waive minor irregularities, or to reject any, all or part of any bids, and to advertise for new bids, as the interest of the City may require. The City's Chief Procurement Officer also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder who investigation shows is not in a position to perform the contract. In determining responsibility, the following other qualifications, in addition to price, may be considered by the City's Chief Procurement Officer:

- A. The ability, capacity, and skill of the Bidder to perform the service required.
- B. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

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- C. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
 - D. The quality of performance of previous contracts or services.
 - E. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
 - F. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
 - G. The quality, availability, and adaptability of the supplies, or services, to the particular use required.
 - H. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
 - I. Whether the Bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the Bidder's taxes or assessments are delinquent.
 - J. Such other information as may be relevant or secured.

5.30. AWARDS

As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any or all bids or waive any informality or technicality in bids received.

5.31. MULTIPLE AWARDS

The City reserves the right in its sole discretion after evaluation of all responsive bids, to award the work described herein to more than one responsive and responsible Bidder. In such cases where an award is made to more than one responsive and responsible Bidder, the City shall apportion the work among the various primary, secondary and alternate providers in such manner and at such time as it deems appropriate under the circumstances in its sole discretion and no minimum amount or proportion of work is guaranteed to any single provider or class of providers irrespective of such provider's designation as primary, secondary or alternate.

5.32. PRICING AND ORDERING

The awarded Bidder shall honor all orders in accordance with the terms and conditions of the solicitation and their pricing and discounts terms as listed in their bid submittal. Unless otherwise specified, the awarded Bidder shall stock sufficient quantities of supplies to meet the requirements of the City on an "as-needed" basis within seventy-two (72) hours after being notified of such requirements by the City.

5.33. RETURN OF PRODUCTS/EQUIPMENT

All items delivered must meet the Specifications herein. Items delivered not as specified will be returned at no expense by the City of Orlando. The City may return, for full credit, any unused items received which fail to meet the City's performance standards. Replacement items meeting Specifications must be submitted within a reasonable time after rejection of the non-conforming items. Unless a different time period is specified, the Contractor is to accept for full credit, any merchandise returned by the City within ninety (90) days from the delivery or pick up date. All merchandise to be acceptable for full credit is to be returned in a condition to allow for resale by the contractor and include reference to an applicable Contractor Invoice or Packing List. Full credit is to include all costs paid by the City related to the subject merchandise as determined by the appropriate Contractor Invoice or Packing List.

5.34. FAMILIARITY WITH SITE WORK AND CONDITIONS

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the Bidder's. Submission of a bid shall constitute acknowledgment by the Bidder that it is familiar with all such conditions. The failure or neglect of a Bidder to familiarize itself with the site of the proposed work, shall in no way relieve it from any obligations with respect to its bid.

5.35. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

5.36. ASSIGNMENT

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the contract or under any purchase order issued pursuant to the contract, without the prior written consent of the City. The Contractor shall give full attention to the contract, to the faithful execution of the contract, and shall keep the same under its control.

5.37. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

1. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City provided funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

1. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

5.38. APPLICABLE LAW AND APPEALS

This solicitation is issued in accordance with and shall be governed by the provisions and procedures of Chapter 7 of the City of Orlando's Code which can be accessed online at: https://www.municode.com/library/fl/orlando/codes/code_of_ordinances?nodeId=TITICICO_CH7PRCO or by contacting the Procurement and Contracts Division. Any appeal of matters relating to this solicitation must be filed in accordance with the requirements of Chapter 7 of the City Code.

5.39. WARRANTY

Bidder warrants that all equipment, materials and workmanship, whether furnished by Bidder or its subcontractor(s), will comply with the City's specifications, drawings and other requirements. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation for Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

5.40. CONTRACT AND ACCEPTANCE FORM

In order to expedite the contracting process after bid opening and preclude delays occasioned by subsequent contract execution, Bidders are requested to sign the Contract and Acceptance Form included with this solicitation and return the form with their bid. In the event that a successful Bidder fails to properly execute the Contract and Acceptance

Form or return said form (or, if necessary, a letter of authorization) with their bid, the City shall notify the Bidder of the City's intent to make an award and the Bidder shall submit such form properly executed (together with a letter of authorization, if necessary, as set forth below) within fifteen (15) calendar days of receipt of notice from the City. Unless such time is extended by the City, the failure of a Bidder to submit a properly executed form (and, where necessary, a letter of authorization) within said time period shall be cause for cancellation of the intended award by the City in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Bidder or the City's Chief Procurement Officer may decline to make an award.

Successful Bidders who default in properly executing the Contract and Acceptance Form after notification of the City's intent to make an award shall forfeit any bid security to the City and are subject to suspension and/or debarment by the City. Unless otherwise agreed by the City in its sole discretion, the Contract and Acceptance form shall be executed and notarized as follows:

- A. If the Contractor is a corporation, the Contract and Acceptance Form shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O., or C.O.O.).
- B. If Contractor is a Partnership, the Contract and Acceptance Form shall be signed by a general or managing partner.
- C. If the Contractor is a limited liability company, the Contract and Acceptance Form shall be signed by a Manager or Managing Member having authority to bind the company.
- D. If Contractor is a sole proprietorship, the owner shall sign the Contract and Acceptance Form.

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the City. If you have any questions regarding the execution of the Contract and Acceptance Form, please contact the Procurement and Contracts Division at (407) 246- 2291 for further clarification.

If a bid is accepted by the City of Orlando, the Contract and Acceptance Form will be executed by the City with respect to the items awarded and returned to the Contractor evidencing the City's acceptance of the bid. No award shall be final, and no Contractor shall have any entitlement to a contract or award, until such time as the City has executed the Contract and Acceptance Form. Upon execution by both parties, the Contract and

Acceptance Form will constitute the formal written contract between the City of Orlando and the Contractor. Any such resulting contract shall be non-exclusive, and the City may procure the goods and services listed in said contract from other sources. Within one (1) week of receipt of the fully executed Contract and Acceptance Form, an awarded Contractor shall provide to the City with any required bonds, indemnities, and insurance certificate(s).

5.41. ACCEPTANCE OF MATERIALS/SERVICES

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using Department of its satisfaction that the Work is completed, in accordance with solicitation specifications. The Work under this Agreement shall remain the property of the Contractor until the City accepts such work. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

5.42. CONTRACT ALTERATIONS

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City's Chief Procurement Officer (CPO) or the CPO's designee.

5.43. INDEMNIFICATION

The awarded Bidder agrees to indemnify and hold harmless the City, its elected officials, officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with the contract.

5.44. INSURANCE

- A. General Insurance Requirements. Within seven (7) days of receipt of a notification of intended award from the City, the Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the awarded Bidder has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the contract term. Should a Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate the contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.

- B. Subcontractors. Unless expressly specified otherwise in this solicitation, a Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of a Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.
- C. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and their subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the Procurement and Contracts Division at the address set forth for delivery of the bid.
- D. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation, Employers' Liability and any Professional Liability Policy shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its

subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

- E. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.
- F. Types of Coverage to be Provided. Insurance will be provided by the Contractor as may be required by the Special Conditions. If required, the awarded Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.
1. Workers Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:
 - Workers' compensation: Statutory
 - Employer's Liability: \$100,000 each occurrence
 2. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:
 - Bodily injury and: \$1,000,000 combined single

- Property damage: limit each occurrence
3. Commercial General Liability. This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:
- Bodily injury and: \$1,000,000 combined single
 - Property damage: limit each occurrence
4. Commercial Crime. Prior to performance as a result of award of this bid solicitation, the Contractor shall secure and maintain Commercial Crime Insurance or the equivalent covering all of Contractor's employees engaged in work as specified herein or having access to City buildings.
- The Commercial Crime Policy, with endorsement CR04010300 covering client's property shall provide a minimum coverage of \$300,000 per employee/owner per occurrence and shall remain in effect for the entire contract period and any subsequent renewals. Evidence of required Commercial Crime Insurance shall be submitted to the Procurement and Contracts Division prior to commencing work.
 - It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine, in advance of their bid submission, the availability and cost of this required insurance and related endorsement.
5. Installation Floater. Contractor shall purchase and maintain property insurance for the work at the site, including the value of any City supplied materials and equipment in the amount of the full replacement cost thereof up to the value of the contract. This coverage shall be written on an all risk basis

and shall provide coverage for physical loss or damage to the equipment on site, in transit and while temporarily in storage at the site or off site. Coverage shall also be provided for performance testing, and shall be maintained in effect until final payment is made unless otherwise agreed to in writing by the City. This policy shall include the interest of the City who is deemed to have an insurable interest and shall be listed as a named insured.

6. Professional Liability. The Contractor shall also purchase, maintain, and keep in full force, effect, and good standing, a professional liability/errors and omissions insurance policy having minimum limits of \$1,000,000, with a maximum deductible of \$100,000 per claim and in the annual aggregate, or the Contractor shall provide the City with policy coverage wherein the insurer agrees to pay claims (up to the limits of coverage), and will thereafter recover the deductible from the insured Contractor. The errors and omissions policy shall be in effect and shall insure the Contractor's performance on City projects.
7. Cyber Liability Coverage. To the extent that the Contractor/Supplier provides software, hardware, software or system development, consulting services, Internet/Application Service Provided services (e.g., outsourced functions such as web-hosting), or any other technology service, Technology Errors & Omissions (or technology professional liability coverage) insurance, including coverage for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement liability due to the failure of the Contractor's/Supplier's products or services with limits of not less than \$10,000,000 per occurrence.
 - If the Contractor/Supplier has access to Confidential Information, Privacy and Network Security (sometimes otherwise known as Cyber Liability) coverage which includes providing protection against liability do (a) system attacks, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer systems, (e) crisis management and customer notification expenses, (f) privacy regulatory defense and penalties and (g) liability arising from the loss or disclosure of confidential data with coverage limits of not less than \$10,000,000.00 per occurrence.
8. Garage Keepers Liability. Garage Liability Insurance in the amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage endorsed to include: a. Automobile Service Operations; and b. Garage keepers legal liability.

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9. Contractors Pollution Liability Insurance: Contractor shall obtain and maintain in effect during the term of the contract, Contractors Pollution Liability Insurance, written on an occurrence basis, covering the contractors and any subcontractors thereof liability for bodily injury, property damage, and environmental clean up costs resulting from "sudden accidental" or "gradual" pollution events, all arising out of the work or services including the transportation risk to be performed under this contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

5.45. EQUIPMENT

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

5.46. LICENSES

Unless otherwise extended by the City, the awarded Bidder will be required within fifteen (15) calendar days of award date, to provide any and all local, state, and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the contract.

5.47. PUBLIC ENTITY CRIMES

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid with a public entity for the construction or repair of a public building or a public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

5.48. PAYMENT OF SUBCONTRACTORS (FOR CONSTRUCTION PROJECTS ONLY)

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with §218.735 (6) et seq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

5.49. AFFILIATED AGENCIES

This solicitation is issued by the City of Orlando on behalf of itself and its affiliated agencies, including but not limited to the Community Redevelopment Agency of the City of Orlando ("CRA"), the Downtown Development Board ("DDB"), and the Downtown South Neighborhood Improvement District ("DSNID") (each an "Affiliated Agency"). Upon the written agreement of the Contractor and an Affiliated Agency (or upon the issuance of a Purchase Order by an Affiliated Entity in circumstances where the City places orders by Purchase Order), Contractor shall provide such goods and/or services as set forth in this solicitation to an Affiliated Agency upon the same pricing, terms, and conditions set forth in the Contract between the City and Contractor, unless otherwise agreed in writing by the Contractor and the Affiliated Agency. Except as may otherwise be expressly provided in the agreement or Purchase Order authorizing the acquisition of the goods or services, (i) the procuring Affiliated Agency shall be solely responsible for all obligations and duties, and shall have all rights of the City, with respect to the goods or services procured by the Affiliated Agency; and (ii) Contractor shall look solely to the procuring Affiliated Agency for payment and the performance of any and all other obligations for goods or services contracted for by a procuring Affiliated Agency. With respect to work performed for an Affiliated Agency, actions may be taken on behalf an Affiliated Agency by the Chief Procurement Officer of the City of Orlando, or their designee(s).

5.50. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

Final and complete payment will be made on the basis of completion and acceptance by the City of the work performed under the contract and receipt of satisfactory evidence that all payrolls, bills for materials, have been paid in full. Payments of subcontractors shall be made in compliance with 218.735 (6) et sq. Florida Statutes. The existence of any unpaid bills or charges for labor, materials or other supplies used directly by the Contractor or any subcontractor under the contract, shall constitute cause for the City to withhold final payment until said bills or charges are paid.

5.51. TERMINATION FOR CONVENIENCE

The City's Chief Procurement Officer may terminate any contract resulting from this solicitation for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all work properly performed or materials provided prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination.

5.52. TERMINATION FOR DEFAULT

The performance of Work under the contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of the contract. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if

the Contractor fails to perform the Work within the time specified in the contract, or if the Contractor fails to perform any other provisions of the contract. Notwithstanding the preceding, nothing herein shall be deemed to preclude the Chief Procurement Officer in the CPO's sole discretion on a case by case basis from providing the Contractor with written notice and a reasonable opportunity to cure the default prior to termination.

Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Chief Procurement Officer or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Chief Procurement Officer, shall constitute authority for the Chief Procurement Officer to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, or not completed. On all such purchases, the Contractor or their surety, shall reimburse the City, within a reasonable time specified by the Chief Procurement Officer, for any expense incurred in excess of the contract prices.

Such purchases shall be deducted from contract quantities or work. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Chief Procurement Officer. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Chief Procurement Officer that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor. Nothing herein shall be deemed to preclude the City's exercise of any other rights or the City's pursuit of any other remedies that it may have herein or under law or in equity, including but not limited to any right of the City to terminate the contract for convenience.

5.53. AMERICANS WITH DISABILITIES ACT

Notwithstanding any provision of this solicitation to the contrary, persons with disabilities needing a special accommodation to submit a bid or participate in this solicitation should contact the Procurement and Contracts Division, City Hall at One City Commons, 400 South Orange Avenue, Orlando, Florida 32801, telephone number (407) 246-2291, not later than seven (7) days prior to the submittal date for accommodations related to the submittal, or seven (7) days prior to the date on which any other accommodation is needed.

5.54. PURCHASING CARD PROGRAM

The City of Orlando uses a Visa purchasing card program to streamline our procurement process. In order to expedite payments to suppliers the J.P. Morgan Purchasing Card program and Virtual Card solution has been implemented to more effectively control our procurement activities and to achieve a significant cost savings over the traditional paper, purchasing, and payment system.

As one of the City of Orlando's valued suppliers, your business can also achieve cost savings results by accepting the Virtual Card solution.

Identified supplier benefits of this program are:

- Get paid faster – Virtual card payments will be made after invoice approval, ACH will be net 30, and check net 45
- Improve Days Sales Outstanding (DSO)
- Electronic payment that eliminates the cost of processing checks
- Payment within 48 hours
- Improve cash flow
- Increased working capital
- Reduced collection efforts and administrative expenses
- Enhanced corporate relationships
- Enhanced reporting
- Increased sales as a "Preferred Supplier"
- Streamlined reconciliation with remittance details included with electronic payment in email notification
- Lower carrying costs
- Less paper/manual work
- Dedicated supplier portal to view status of receivables

5.55. EMERGENCY SUPPORT

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City of Orlando shall be provided goods and services on a first priority basis. It is vital and imperative that the citizens of the City are protected from any emergency situation which threatens public health and safety, as determined by the City. Contractor agrees to provide, rent, sell, or lease all goods and services required by the City on a first priority basis. The City expects to pay a fair and reasonable price for all goods and services acquired before, during and after a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

5.56. SUBCONTRACTORS

The Contractor shall perform all of its obligations and functions under the contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to

ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly.

5.57. BID PRICES

Unless otherwise specified, Bid Prices must include all costs (labor, overhead, materials) and profit to perform the work specified in this Invitation for Bids. Bid prices shall remain firm for the entire contract period unless otherwise specified or changed by an Amendment. At each renewal period, price increases or decreases may be considered, provided they are reasonable and acceptable to the City. Any Amendment must be in writing and signed by both parties.

5.58. GOVERNING LAW / VENUE

Any contract entered into as a result of this solicitation shall be deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this contract shall be commenced in the State and Federal Courts of Orange County, Florida. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract.

5.59. FLORIDA PUBLIC RECORDS LAW

To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@ORLANDO.GOV, TELEPHONE NUMBER (407) 246-3538, 400 S. ORANGE AVE., ORLANDO, FL 32801.**

5.60. RECYCLED CONTENT

In support of the Florida's waste management laws, Bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City is requesting that Bidders provide detailed information regarding any known or potential recycled material content in the product that may be extracted and recycled after the product has served its intended purpose, on the Bidder's Questionnaire as provided in this solicitation.

If the specifications contained herein require the use of recovered materials, by submitting a bid or response to this solicitation, a respondent agrees and certifies that it will meet such requirement. Upon the conclusion of any contract resulting from this solicitation requiring the use of recovered materials, the Contractor shall submit to the City's project manager for the work a statement regarding the actual percentage of recovered materials utilized in the completion of the contract.

5.61. LIVING WAGE POLICY

As set forth in City Policy and Procedure 161.3 (for a copy, contact Procurement at 407.246.2291). Covered Service Contractors, as well as their subcontractors (first tier only for non-construction, all tiers for construction), shall pay to all of their employees providing Covered Services pursuant to a contract with the City, a living wage for the time spent providing services to the City. (This provision does not include general administrative personnel unless they are assigned to a City project.) "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits. Unless amended by the parties, the applicable Living Wage rate in effect when the solicitation is issued shall be applicable for the entire term of the resulting contract, including any renewals. Necessary payroll documentation shall be provided to confirm compliance with this provision or the Respondent shall allow the City to audit (at Respondent's place of business) its payroll records to determine if compliance has been achieved. Failure to comply with the provision may result in termination of the contract and/or preclusion from future City contracts at the sole option of the City. This provision shall apply to all bid awards for services which involve City expenditures that exceed \$100,000.00 per year.

More particularly, this provision shall apply to single and multiple award Contracts for services regardless of the initial value of the award whenever City expenditures exceed \$100,000.00 in any one Contract year. As for multiple award Contracts (Contract award which will be divided among several Contractors), at the point when the City has expended \$100,000.00 on that Contract in any one-Contract year, regardless of whether such expenditure was to one Contractor or several, then the living wage provision shall apply to all Contractors who are a party to that award. For those Contracts whose initial value was less than \$100,000.00 but exceeded \$100,000.00 prior to the end of the Contract term, this provision will be applicable to that Contract in the next quarter. To further clarify, the Living Wage policy does not apply to part time employees, or the part time employees of all subcontractors. Furthermore, the workers of temporary employment agencies are not covered by the City's Living Wage Policy.

5.62. ORDER OF PRECEDENCE

This solicitation shall be included and incorporated in the purchase order or contract resulting from this solicitation. The purchase order or contract, including any exhibits attached thereto, contains all the terms and conditions agreed upon by the parties. No other contract, oral or otherwise, regarding the subject matter of the contract, shall be deemed to exist or to bind either party hereto. Unless otherwise expressly provided in the purchase order or contract, in the event of any conflict between the terms of the contract or purchase order, the City's solicitation, and the Bidder's response, the order of precedence shall be the contract or purchase order, followed by the solicitation, and then the response to the solicitation.

5.63. PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under the contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

5.64. TIME OF COMPLETION

The parties understand and agree that time is of the essence in the performance of the contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at the CPO's discretion, cancel the contract for the convenience of the City. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

5.65. CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

5.66. INFORMATION

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to the contract, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents as necessary to perform the Work.

5.67. SAFETY MEASURES

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the work site.

5.68. EXTRA WORK

The City, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written amendment to the contract, and shall be executed under the applicable conditions of the contract. If the Contractor plans to make a claim for an increase in the contract price or an extension in the contract schedule/term, it shall first give the City written notice within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the using Department and the City's Chief Procurement Officer, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed. No claim for extra work will be considered valid by the City unless first submitted in writing.

5.69. TITLE AND RISK OF LOSS

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

5.70. FEDERAL, STATE, AND LOCAL RULES / APPROVALS

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility.

5.71. MISCELLANEOUS PROVISIONS

By submitting a bid, the Bidder shall be deemed to have certified that the contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the work covered by the contract and is in all respects fair and without collusion or fraud. Bidder further warrants and certifies that they are authorized to enter into the contract and to execute same on behalf of the Contractor as the act of the said Contractor.

The contract, including any Exhibits thereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter

of the contract shall be deemed to exist or to bind either party thereto. If any section, sentence, clause, phrase, provision, or other portion of the contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the contract. The contract is solely for the benefit of the parties to the contract and no causes of action shall accrue upon or by reason thereof to or for the benefit of any third parties.

The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the City in matters related to the contract, including but not limited to the sending and receiving of any notices required hereunder.

5.72. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- A. Any amount if, at the time of bidding on, or entering into, or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or
 - 2. Is engaged in business operations in Cuba or Syria."

Section 215.473 of the Florida Statutes defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit."

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this

solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of the attached, Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within seven (7) days of the date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

5.73. FAVORED CUSTOMER CLAUSE

Should the awarded Bidder (also referred to hereinafter as "Contractor"), of a contract resulting from this solicitation sell the same or substantially the same products or services as listed in this solicitation to another Governmental Agency, within the State of Florida, at a lower price than the price listed in this solicitation, the awarded Contractor agrees to extend that same discounted price to the City of Orlando.

5.74. DRUG FREE WORKPLACE

By submitting a bid in response to this Invitation for Bids, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

5.75. NON-DISCRIMINATION

Contractor shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in the performance of the contract in the hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

- B. Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- C. Incorporate the foregoing requirements in all subcontracts related to its contract with the City.

5.76. EMPLOYMENT ELIGIBILITY

Employment Eligibility; E-Verify System. Pursuant to Section 448.095 of the Florida Statutes, prior to Contract execution and at all times during the term of the Contract, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract and, if longer, for any additional audit period provided to the City in the Contract. Pursuant to Section 448.095(2)(c) of the Florida Statutes, the City, Contractor, or a subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor. Pursuant to Florida Statute, a contract terminated pursuant to subparagraph 1. or subparagraph 2. Of Section 448.095(2)(c) of the Florida Statutes is not a breach of contract and may not be considered as such, and the City shall have no liability to Contractor, a subcontractor, or any entity or person arising from or related to such a termination. If the Contract with Contractor is terminated by the City pursuant to Section 448.095(2)(c), the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated and Contractor shall be liable to the City for any additional costs incurred as a result of the termination of the Contract.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE STANDARD CONDITIONS SHALL HAVE PRECEDENCE.

6. SPECIAL TERMS AND CONDITIONS

6.1. AUTOMATED ORDER ENTRY SYSTEM

Bidders should furnish with their bid submittal details of any automated order entry system available for use by the City.

6.2. CONDITION AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid, unless otherwise specified). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

6.3. AVAILABILITY OF PARTS/SERVICE FACILITIES

The City of Orlando reserves the right to consider the availability of parts and service facilities for the equipment offered. The failure of the Bidder to maintain a sufficient line of parts to service the equipment may be cause for rejection of the bid.

6.4. REPORTING

The Bidder shall report sales and usage data to the City on an annual basis in MS Excel spreadsheet format. The following data at a minimum should be reported for each item included on the Price Form that is procured during the reporting period:

- Contract name and number
- Bidder's name
- Reporting period
- Department/Division/Location name
- Order date
- Item description
- Unit of measure
- Quantity
- Unit price
- Extended price
- Total purchase amount for the quarter

Submission of requested Reports is the responsibility of the Bidder, without prompting or notification by the City. The Bidder will submit by email the completed reports to the Purchasing Agent identified in the Contract. The City shall work with the Bidder to develop

the approved electronic format and content of the Contract Sales Reports to be used by the Bidder.

Failure to provide reports may be grounds for default and /or cancellation of the Contract.

6.5. LOCAL REPRESENTATIVES

Your firm must be able to provide a local representative for service and technical assistance on an "as needed basis."

6.6. RECIPROCAL LOCAL PREFERENCE

In the event the lowest responsive and responsible response to any Invitation for Bids is by a Bidder whose principal place of business is in a city, county, or state which grants a preference for the procurement of such goods or services to a Bidder whose principal place of business is in such area, then the City may award a preference to the (next) most responsive and responsible Bidder having a principal place of business in the Metropolitan Statistical Area, (i.e., Orange, Seminole, Lake and Osceola Counties). Such preference shall be equal to the preference granted by the area in which the lowest responsive and responsible Bidder has its principal place of business.

6.7. FDEP COMPLIANCE

Contractor shall contact the Orange County Environmental Protection Division at 407.836.1400 for instructions relating to Petroleum Storage Tank Compliance (FDEP local program office) notification requirements prior to the start of installation or removal of any aboveground and/or underground petroleum storage tanks. A 30- day/48-hour notice is required for all tank installations and a 10-day/48-hour notice is required for tank removals.

6.8. INSURANCE REQUIREMENTS

For this Bid, the following types of insurance that are checked are required. For details, please refer to Section 5.44 of the Standard Terms & Conditions.

- Workers Compensation and Employer's Liability
- Comprehensive Automobile Liability
- Commercial General Liability

7. ELECTRONIC BID PRICING FORM(S) INSTRUCTIONS

The City of Orlando Procurement and Contracts Division has implemented an electronic bidding system to streamline solicitation responses.

All responsive Bidders to this solicitation must submit electronic bids. Paper responses will be deemed non-responsive.

7.1. BID PRICE INSTRUCTIONS FOR BIDDERS

- A. Once you have logged into your VendorLink account, go to the solicitation in which you want to bid on. Then click on "Submit a Quote/Bid."
- B. There are two methods to submit your pricing:
 1. **Method "a"** - Download the Excel Quote/Bid Spreadsheet and upload it after completion.
 - a. Click on the VendorLink.xls link to open a fillable MS Excel spreadsheet.
 - b. Complete the spreadsheet and save. Directions for completing the spreadsheet can be opened by clicking on the Directions.pdf link.
 - c. Upload the spreadsheet to VendorLink.
 - d. Verify that your uploaded pricing is correct and appears on the Quote/Bid Items Requested section.
 2. **Method "b"** – Manually enter item pricing and other required information on the Quote/Bid Items Requested field(s) in VendorLink.
- C. Unit prices for each item bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will prevail.
- D. Although the City generally awards bids based on a "lump sum" basis to the responsive and responsible Bidder submitting the lowest total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, Bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages may render such bids non-responsive.

8. VIRTUAL BID OPENING

JOIN THE VIRTUAL BID OPENING: Friday, March 31, 2023 TIME: 2:00 PM at the location stated in the Introduction Section.

INSTRUCTIONS:

A. Select a method to join.

1. Join a Microsoft Teams Meeting from your calendar, via dial-in number and conference ID, or sign in as a guest on the web. For information on joining a Microsoft Teams Meeting from the app or on the web, visit:
<https://support.office.com/en-us/article/join-a-teams-meeting-078e9868-f1aa-4414-8bb9-ee88e9236ee4>

B. Choose your device and download Teams.

1. Go to <https://www.microsoft.com/en-us/microsoft-365/microsoft-teams/download-app> and download Microsoft Teams. You can use a smart phone, tablet, laptop, or desktop computer to download at no cost.
2. Make sure to allow some extra time for the install before joining your first meeting. If you do not have one of the devices just mentioned, you can also call in to the meeting. If you cannot download the desktop or mobile application, follow the instructions to join a Microsoft Teams Meeting on the web.

C. Provide live public comment

1. An opportunity to speak will be provided to all in attendance during the meeting. You will be called by the name, email or phone number listed. When called, unmute your device and state your name and address for the record.

ATTACHMENT A**BIDDER'S QUESTIONNAIRE**

The following questionnaire is to be completed by the bidder and provided with its bid submittal. If a question is not applicable, so indicate by writing "N/A".

1. Discount Payment Terms (if any): n/a %, if paid within n/a days after receipt of invoice.
2. The City of Orlando offers the option to receive payments utilizing the J.P Morgan Visa Virtual Card solution. Which payment option would your company prefer for payment of all invoices? (check one)
☐ J.P Morgan Visa Virtual Card solution (payment within 48 hours of invoice)
☒ ACH – Automated Clearing House (net 30)
☐ Check (net 45)
3. Is your company willing to serve as a secondary supplier in the event your company is not selected for primary award? Yes ☒ No

4. CONTACT INFORMATIONU.S. Submergent Technologies, LLC

Name of Company

Denver J. Stutler, Jr.

Name of Contact Individual

2201 Canlu Court, Suite 116

Contact Address

Sarasota, FL 34232

Contact City, State, Zip

941-216-0149

Contact Telephone Number

dstutler@usstholdings.com

Contact Email Address

078664751

DUNS Number (Dun & Bradstreet)

5. EXPERIENCE:

- A. Years in business: 12
- B. Years in business under this name: 6
- C. Years performing this type of work: 10

6. LOCAL SERVICE FACILITY, IF APPLICABLE:A. Name of local service center: U.S. Submergent Technologies, LLCB. Address of local service center: 2153 Rayburn St., Orlando, FL 32824C. County local service center is located in: OrangeD. Contact: Mike Cannon Telephone number: 407-244-0410

7. SUBCONTRACTORS-for informational purposes only: If the bidder intends to use subcontractors, please provide the information below. All subcontractors listed remain subject to approval by the City.

Name of subcontractors to be utilized and type of work:

Name	Type of Work	M/WBE City Certified? (Y or N)	VBE Certified? (Y or N)
None intended to be used			

8. RECYCLED CONTENT:A. List of items supplied containing recycled material and the percentage of recycled material contained in the items: N/A %B. Is your product packaged/shipped in material containing recycled content? Yes ___ No xC. Is your product recyclable after it has reached its intended end use? Yes ___ No x9. REFERENCES:

Please provide references related to the scope of work.

Reference #1:Name: Lee County UtilitiesAddress: 1366 San Souci Dr., Ft Myers, FL 33919Telephone No.: 239-634-8996 Fax No.: 239-634-8996Contact: Bobby Dick, Jr.E-mail: rdickjr@leegov.comProject/Contract Title: Fiesta Village West Oxidation DitchProject Contract Number: B210331TRDProject/Contract Amount: \$333,812.50Project/Substantial Completion Date or Percent Complete: Dec 2022Reference #2:Name: Palm Beach County WUDAddress: 8100 Forest Hill Dr., West Palm Beach, FL 33413Telephone No.: 561-307-6718 Fax No.: 561-307-6718Contact: Anthony DeutschE-mail: afdeutsch@pbwater.comProject/Contract Title: WRWRF Oxidation Ditch 2

Attachment A - Bidders Questionnaire

Project Contract Number: 20-024/CC Tank Cleaning Services

Project/Contract Amount: 231,573.00

Project/Substantial Completion Date or Percent Complete: Mar 2023

Reference #3:

Name: City of Fort Lauderdale

Address: 949 NW 38th St., Ft. Lauderdale, FL 33309

Telephone No.: 954-828-4122

Fax No.: 954-828-4122

Contact: Justin Murray

E-mail: jmurray@fortlauderdale.gov

Project/Contract Title: GT Lohmeyer WWTP Sludge Tank

Project Contract Number: PP223228

Project/Contract Amount: 95222.35

Project/Substantial Completion Date or Percent Complete: Jul 2022

Reference #4:

Name: Miami Dade Water and Sewer

Address: 6825 SW 87th Ave., Miami, FL 33173

Telephone No.: 305-607-5670

Fax No.: 305-607-5670

Contact: Frank Lozano

E-mail: flozano@miamidade.gov

Project/Contract Title: RTQ-00662 Dewatering and Tank Cleaning Services

Project Contract Number: Reservoir Cleaning Services

Project/Contract Amount: \$313,000.00

Project/Substantial Completion Date or Percent Complete: Dec 2020

AUTHORIZED SIGNATORIES

The Bidder represents that the following persons are authorized to sign bids, and/or sign contracts and related documents to which the bidder will be duly bound.

The City will verify all named signatories on Sunbiz.com. If the authorized person is not registered on Sunbiz.com, the bidder should provide with their bid submittal proof of authorization.

<u>Name</u>	<u>Title</u>	<u>Indicate Principal or Authorized Authority</u>
Denver J. Stutler, Jr.	CEO	Principal

ATTACHMENT B**BIDDER'S CERTIFICATION FORM**

I have carefully examined the Invitation for Bids, Instructions to bidders, Standard and Special Conditions, Specifications, Contract and Acceptance Form and any other documents accompanying or made a part of this Invitation for Bids.

I hereby propose to furnish the goods or services specified in the Invitation for Bids at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

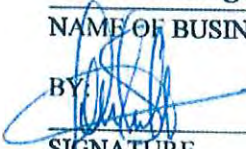
I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid, including all exhibits and attachments completed and submitted with this bid, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the bidder as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service. I further certify that no officer, employee or agent of the City of Orlando or of any other Proposer has a financial interest in this bid. I further certify that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

U.S. Submergent Technologies, LLC

NAME OF BUSINESS

BY: 

SIGNATURE

Denver J. Stutler, Jr., CEO

NAME & TITLE, TYPED OR PRINTED

2201 Cantu Court, Suite 116

MAILING ADDRESS

Sarasota, FL 34232

CITY, STATE, ZIP CODE

(941) 216-0149

TELEPHONE NUMBER

(941) 216-0149

FAX NUMBER

dstutler@ussthldings.com

E-MAIL ADDRESS

State of Florida

County of Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of April, 2023, by Denver Stutler (name of person) as agent (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for U.S. Submergent Technologies (name of entity/party on behalf of whom instrument was executed).



Signature of Notary Public - State of Florida

Print, Type, or Stamp Notary Name:



(Affix Notary Stamp or Seal Above)

☒ Personally Known or ☐ Produced Identification
Type of Identification Produced _____

ATTACHMENT C**CONTRACT AND ACCEPTANCE FORM**

Upon execution of this contract below by the City of Orlando ("City"), the undersigned hereby agrees to provide all goods and services set forth in its bid in response to the above referenced solicitation ("Solicitation") in accordance with, and subject to, all terms, conditions, and provisions of the Solicitation at the prices set forth in the undersigned's bid for the items and work awarded to it by the City. This Contract and Acceptance Form together with the (i) Solicitation, including all addenda, and (ii) the undersigned's bid in response to the Solicitation, including all schedules and forms submitted with the bid, all of which are hereby incorporated herein by this reference, shall constitute the formal written contract between the City and the undersigned.

SIGNATURE

Denver J. Stutler, Jr., CEO

NAME & TITLE, TYPED OR PRINTED

U.S. Submergent Technologies, LLC

NAME OF BUSINESS

2201 Cantu Court, Suite 116

MAILING ADDRESS

Sarasota, FL 34232

CITY, STATE, ZIP CODE

PHONE: (941) 216-0149

FAX: (941) 216-0149

E-MAIL: **dstutler@ussthholdings.com**State of **Florida**County of **Florida Sarasota**Sworn to (or affirmed) and subscribed before me
this **11th** day of **April**, 20**23**, by**Denver Stutler****Elizabeth Goldsmith**
Signature of NotaryNotary Public, State of **Florida****Personally Known** (circle if applicable)

-OR-

Produced Identification: _____

Type of Identification: _____



ELIZABETH GOLDSMITH
MY COMMISSION #HH150731
EXPIRES: JUL 08, 2025
Bonded through 1st State Insurance

FOR USE BY THE CITY OF ORLANDO ONLYThis contract is awarded to the party listed above as a: Primary Supplier: ☒ Secondary Supplier: _____This contract is for: All Item Numbers: ☒ or Item Numbers: _____INITIAL CONTRACT TERM: **6/11/23** to **6/10/26****ACCEPTANCE:** (Brian Ferrier per delegation dated 07/31/2023)

CITY OF ORLANDO, FLORIDA

By: **Brian Ferrier**
Chief Procurement Officer **SPONSOR****DAVID BILLINGSLEY, CPSM, C.P.M.****Brian Ferrier, NIGP-CPP, CPPO**Date: **August 1**, 20**23**APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.**M. O'Shea**
Assistant City Attorney
ORLANDO, FLORIDADate: **8/1**, 20**23**

Delegation of Authority - August 1, 2023

David M Billingsley <DAVID.BILLINGSLEY@orlando.gov>

Mon 7/31/2023 4:25 PM

To: Brian J Ferrier <brian.ferrier@orlando.gov>; Lee R Donate <LEE.DONATE@orlando.gov>; Torry L Connolly <Torry.Connolly@orlando.gov>; J. P. De Guzman <john.deguzman@orlando.gov>; Lenny Koryak <LEONID.KORYAK@orlando.gov>

Cc: Michelle D McCrinmon <MICHELLE.MCCRIMMON@orlando.gov>

I will be out of the office on Tuesday, August 1, 2023, returning to the office on Wednesday, August 2.

While I am out of the office, Brian Ferrier has delegated authority to sign POs and contracts up to \$75,000, POs and contracts between \$75,000 and \$100,000 with the CFOs approval, and POs and contracts over \$100,000 that have been approved by City Council. In addition, Brian has delegated authority during this time to approve RFP Advisory Committees, RFP Advisory Committee minutes, sole source procurements and day-to-day activities.

Thanks,
David

David Billingsley
Chief Procurement Officer
Procurement and Contracts Division
City of Orlando
407.246.2897



Important Update: City of Orlando's Procurement and Contracts Division has partnered with OpenGov and is excited to announce that **on May 1, 2023**, the City began advertising all its new bidding opportunities on OpenGov. To continue to receive solicitation notifications and stay up-to-date on our bidding opportunities, please register for free at our [new e-Procurement Portal located here](#).

Florida has a very broad public records law. As a result, any written communication created or received by the City of Orlando officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

ATTACHMENT D**MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION FORM:**

Chapter 57, Article II, Minority Business Enterprise (MBE), and Article III, Women/Owned Business Enterprise (WBE) of the Orlando City Code, establishes goals of 18% (MBE) and 6% (WBE), respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women/Owned Business Enterprises (MWBE).

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - 8th Floor
Orlando, Florida 32801
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the City stating that your company is certified by the City as a Minority/Women-Owned Business Enterprise:

Business Name: **Not Applicable** _____

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 and Chapter 57, Articles II and III.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

City Code Chapter 57, Articles II and III, govern the City's Minority and Women Business Enterprise Programs. The awarded Bidder may be asked to meet with the City's M/WBE Department after the Notice of Intended Action-Award of Bid has been posted to discuss any potential subcontracting opportunities with City certified M/WBE firms.

ATTACHMENT E**VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM**

In order to foster economic development and business opportunities, promote the growth and development of local businesses, and rectify the economic disadvantages of service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Orlando has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Chapter 7 of the Code of the City of Orlando.

In order for a bidder to receive credit for VBE certification for this solicitation, the bidder must have its principal place of business in the Metropolitan Statistical Area (i.e. Orange, Lake, Seminole or Osceola Counties) and be a certified veteran business enterprise by the State of Florida Department of Management Services as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit a copy of the certificate received from the State of Florida Department of Management Services stating that your company is certified as a veteran business enterprise:

Business Name: Not Applicable

Certification Number: _____

Expiration Date: _____

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Orlando shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. No right of action for non-signatories of the contract is intended or implied. The City of Orlando is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with Chapter 7 of the Code of the City of Orlando.

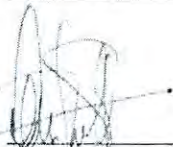
ATTACHMENT F**CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the City of Orlando. Furthermore, all Respondents must disclose the name of any City employee or officer (or their spouse or child) who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries.

By submission of this Bid, the Bidder certifies, under penalty of perjury, that to the best of their knowledge and belief, except as disclosed pursuant to the instructions above, that no officer or employee of the City (or their spouse or child), directly or indirectly, owns an interest of more than five percent (5%) in the Respondents firm or any of its affiliates or subsidiaries; nor does the Respondent know of any City officer or employee having any financial interest in assisting the Respondent to obtain, or in any other way effecting, the award of the contract to this Respondent.

Disclosures:

None



Signature

Denver J. Stutler, Jr.

Name

CEO

Title

U.S. Submergent Technologies, L

Name of Company

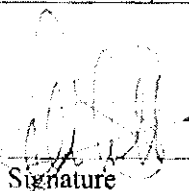
APRIL 11, 2023

Date

ATTACHMENT G**CONFIDENTIAL AND/OR PROPRIETARY INFORMATION EXEMPTION FORM**

In accordance with the Proprietary Information Section of this Solicitation, please list below items, if any, that are to be considered confidential and/or proprietary and which are believed to be exempt from disclosure. If none, please indicate N/A.

Page No.	Section	Applicable Exempting Law	Detailed Explanation/Justification with specific language from the Florida Statute that would allow this item to be Confidential/Proprietary
N/A			


Signature

Denver J. Stutler, Jr.

Name

CEO

Title

U.S. Submergent Technologies, Inc.

Name of Company

APRIL 11, 2023

Date

ATTACHMENT H**ADDENDUM RECEIPT VERIFICATION**

Bidders must acknowledge each addenda on this form and upload document to the your bid submittal on vendorlink. Failure to acknowledge and upload EACH addenda may result in a non-responsive bid. The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. <u>1</u>	Dated <u>3/31/2023</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____


SignatureDenver J. Stutler, Jr.

Name

CEO

Title

U.S. Submergent Technologies, Inc.

Name of Company

APRIL 11, 2023

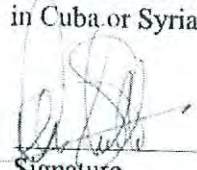
Date

ATTACHMENT ICERTIFICATION REGARDING PROHIBITION AGAINST
CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.


Signature

Denver J. Stutler, Jr.

Name

CEO

Title

U.S. Submergent Technologies, Inc.
Name of CompanyApril 11, 2023
Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. US Submergent Technologies, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see Instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 2201 Cantu Ct, Ste 116	Requester's name and address (optional)
	6 City, state, and ZIP code Sarasota, FL 34232	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

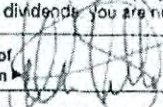
Social security number								
			-				-	
or								
Employer identification number								
4	5	-	3	8	0	5	2	5 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
		1/4/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CITY OF ORLANDO

ADDENDUM

DATE: March 31, 2023

TO: All Prospective Respondents

FROM: Javarie McDonald, Purchasing Agent II
Procurement and Contracts Division

SUBJECT: **IFB23 - 0211, Reservoir Environmental Cleaning Services
Addendum One (1)**

Please be advised of the following changes/clarifications to subject solicitation. The solicitation is hereby changed accordingly.

A. THE SOLICITATION DUE DATE IS HEREBY CHANGED

FROM: April 4, 2023, at 2:00 p.m., Local Time City of Orlando, FL

TO: April 18, 2023, at 2:00 p.m., Local Time City of Orlando, FL

B. REVISED BID PRICE FORM

Replace Bid Price Form page one (1) with the revised page included on Attachment "B" of this Addendum.

C. QUESTIONS RECEIVED AND ANSWERS:

Question No. One (1):

Because MOT or a water meter are not anticipated to be required on all cleaning projects, would the City consider a markup of 5% on all MOT or water meter invoices required on a project specific basis?

Answer No. One (1):

The City will not consider any markup. MOT is not expected, however "The Contractor shall be responsible for obtaining a water meter and pay all related costs necessary" per section 4.4 EXECUTION "C".

Question No. Two (2):

In the interest of providing value to the City, would the City consider adding line items for the use of structure assessment capabilities? This would allow for a targeted and more productive cleaning process, thereby saving the City days and money on cleaning. Proposed line items below:

PROCUREMENT AND CONTRACTS DIVISION

CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2291 • FAX 407.246.2869 • CityofOrlando.net • esupplier.cityoforlando.net

Qty	Unit	Item Description
1	LS	Mobilization and Demobilization (up to 5,000 SF)
1	LS	Mobilization and Demobilization (> 5,001 SF)
1	Per Day	Aerial Access Equipment (e.g. aerial lift, crane)
1,000	Per SF	SediVision® Survey and Data Processing with tank Loss of Capacity computed and mapped (per tank, up to 5,000 SF)
1,000	Per SF	SediVision® Survey and Data Processing with tank Loss of Capacity computed and mapped (per tank, additional footage 5,001 - 16,500 SF)
1,000	Per SF	computed and mapped (per tank, additional footage >16,500 SF)
1,000	Per SF	In-Situ Density Sampling and Lab Analysis (per tank, up to 5,000 SF)
1,000	Per Sample	In-Situ Density Sampling and Lab Analysis (per tank, additional footage 5,001 - 16,500 SF)
1,000	Per Sample	In-Situ Density Sampling and Lab Analysis (per tank, additional footage >16,500 SF)
1,000	Per CF	QA/QC Bid Quantities

Answer No. Two (2):

The City will not consider adding additional line items to the Bid Price Form.

Question No. Three (3):

What are the MBE/WBE requirements, if any, on this solicitation? We operate patented equipment which is not available in the marketplace and will not typically be able to include subcontractors in our operation.

Answer No. Three (3):

The City looks for opportunities to partner with certified firms that establishes goals of 18% MBE, 6% WBE and 2% VBE if applicable. Please see ATTACHMENT D and ATTACHMENT E.

Question No. Four (4):

Will the City allow for Price escalations for inflation or cost increases, for example using an annual CPI adjustment?

Answer No. Four (4):

A price increase at each renewal period may be considered, provided they are reasonable and acceptable to the City. Please see section 5.57. BID PRICES.

Question No. Five (5):

Will the City specify a minimum gallons per minute for line item 4 "Additional Feature – Jetting (As Required)" of 200 GPM?

Answer No. Five (5):

The City will not revise the Bid Price Form.

Question No. Six (6):

To simplify the disposal, pay items, would the City consider revising lines 12 and 14 to exclude transportation costs (making it disposal cost only), and add a line item for transportation only on a per hour or per mile basis?

Answer No. Six (6):

The City will not revise the Bid Price Form.

Question No. Seven (7):

Would the City consider combining Line Items 10 and 11 into a single item for "Additional Feature – Roll Off Truck and Auxiliary Pressure Box Containment System?"

Answer No. Seven (7):

The City will not revise the Bid Price Form.

Question No. Eight (8):

To allow for the inclusion of new cleaning equipment available in the marketplace, would the City consider adding a line item "Additional Feature – 75' Knuckle Boom Crane?"

Answer No. Eight (8):

The City will not revise the Bid Price Form.

Question No. Nine (9):

Would the City specify a 2,000 GPM requirement for the downhole pump referenced in line 6 to ensure it can effectively accomplish the requested scope?

Answer No. Nine (9):

Please refer section 4.3 Equipment as it relates to the downhole pump on page 8–9 of the solicitation.

Question No. Ten (10):

Would the City consider including language making this contract available for Cooperative Purchasing by other agencies? For example, the previous contract included: "43. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

Answer No. Ten (10):

In reference to section 5.50 Purchasing Agreements with other Government Agencies: At the option of the awarded vendor, the submission of any bid in response to this Invitation for Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

Question No. Eleven (11):

Would the City consider changing lines 1 & 2 to say "Mobilization and Demobilization – Non-Emergency Basis/In Service Area" and "Mobilization and Demobilization – Emergency Basis/Out of Service Area"?

Answer No. Eleven (11):

The City will not revise the Bid Price Form.

Question No. Twelve (12):

In order to better meet the needs of the City, would the City have interest in including a line item for "Out-of-Scope Services"?

Answer No. Twelve (12):

The City has revised the Bid Price Form to include the "Out-of-Scope Services" for "Labor Hourly Rate Technician/Service Person" and "Additional Material Cost % above cost". Please refer to **Section B of this Addendum, Revised Bid Price Form.**

- D. **FINAL COMMENT:** Only written questions answered in writing by formal Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received after the specified date referenced in the solicitation will not be given any consideration. Please remember that you are to base your bid on the original solicitation package plus any (and all) subsequent addendum (or addenda) issued.

THE ATTACHED SIGNATURE PAGE MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL AT THE END OF THE SUBMITTAL.

In other respects, except as specifically stated above, all other terms and conditions of the solicitation remain unchanged.

SIGNATURE PAGE

Respondents are asked to acknowledge receipt of this Addendum Number Two (2), by completing the information requested below and submitting this information with the submittal. Failure to do so may subject the Bidder/Proposer to disqualification.

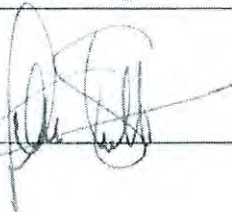
ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

U.S. Submergent Technologies, LLC

NAME OF BUSINESS

BY:



APRIL 13, 2023

SIGNATURE/DATE

Denver J. Stutler, Jr., CEO

NAME & TITLE, TYPED OR PRINTED

2201 Cantu Court, Suite 116

MAILING ADDRESS

Sarasota, FL 34232

CITIES, STATE, ZIP CODE

(941) 216-0149

(941) 216-0149

AREA CODE WITH TELEPHONE and FAX NUMBERS

ATTACHMENT "A"



REVISED BID PRICE FORM

***** REVISED BID PRICE FORM *****

You are invited to Bid on the following: IFB23-0211, RESERVOIR ENVIRONMENTAL CLEANING SERVICES

The bidder, having carefully examined the specifications and Terms and Conditions herein, proposes to furnish all labor, materials, equipment and other items without exception for the proper execution and completion of the work, and if awarded the contract, to complete the work within time limits as agreed for the following bid prices.

The Contractor shall furnish all labor, materials and equipment necessary for properly cleaning various size structures. Types of structures shall include both Sanitary Sewer and Stormwater systems. It is the intent of the City to award multiple contracts for use as an as needed basis.

BID ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE (In Numerals)	EXTENDED PRICE (In Numerals)
1	1	Lump Sum	MOBILIZATION AND DEMOBILIZATION NON-EMERGENCY BASIS	\$6,500.00	\$6,500.00
2	1	Lump Sum	MOBILIZATION AND DEMOBILIZATION EMERGENCY BASIS	\$9,500.00	\$9,500.00
3	100	Per Day	BASELINE SERVICE EQUIPMENT AND QUALIFIED CREW (VAC ONLY)	\$4,250.00	\$425,000.00
4	100	Per Day	ADDITIONAL FEATURE- JETTING (AS REQUIRED)	\$1,200.00	\$120,000.00
5	100	Per Day	ADDITIONAL FEATURE- 49' KNUCKLE BOOM CRANE WITH TELESCOPING TUBES	\$2,000.00	\$200,000.00
6	100	Per Day	ADDITIONAL FEATURE- DOWNHOLE PUMPING WET SYSTEM CLEANING	\$2,500.00	\$250,000.00
7	100	Per Day	ADDITIONAL FEATURE- CONFINED SPACE ENTRY WITH CERTIFIED CREW	\$3,000.00	\$300,000.00
8	100	Per Day	ADDITIONAL FEATURE- CONFINED SPACE ENTRY WITH CERTIFIED CREW (SUPPLIED AIR REQUIRED)	\$4,000.00	\$400,000.00
9	100	Per Day	ADDITIONAL FEATURE- HEAVY DEBRIS JETTING (GREATER THAN 500 GPM)	\$2,500.00	\$250,000.00
10	100	Per Day	ADDITIONAL FEATURE- ONSITE DISPOSAL USING AUXILLARY PRESSURE BOX CONTAINMENT SYSTEM	\$1,200.00	\$120,000.00
11	100	Per Day	ADDITIONAL FEATURE- OFFSITE DISPOSAL USING AUXILLARY PRESSURE BOX CONTAINMENT SYSTEM	\$2,400.00	\$240,000.00
12	2500	Per Ton	DISPOSAL OF SANITARY SEWER SOLID WASTE MATERIAL OFFSITE (INCLUDES TRANSPORTATION)	\$105.00	\$262,500.00
13	2500	Per Hour	DISPOSAL OF SANITARY SEWER SOLID WASTE MATERIAL AT CITY FACILITY AT 5100 L.B. McLEOD RD (INCLUDES TRANSPORTATION)	\$35.00	\$87,500.00
14	2500	Per Ton	DISPOSAL OF STORMWATER SYSTEM SOLID WASTE MATERIAL (INCLUDES TRANSPORTATION)	\$80.00	\$200,000.00
15	1	Per Hour	LABOR HOURLY RATE TECHNICIAN / SERVICE PERSON	\$150.00	\$150.00
16		Percentage	MATERIAL COST (PARTS, COMPONENTS, SUPPLIES, ETC.) - FURNISHED BY THE BIDDER WITH PRIOR APPROVAL BY THE CITY'S REPRESENTATIVE BEFORE USE.	15 %	

TOTAL \$ 2,871,150.00

Bidder Initials DJS



Subject: Re: City of Flagler Beach Piggyback Approval

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Chandler,

This contract can be piggybacked and you're at liberty to use it.

Thanks,

Javarie McDonald | Purchasing Agent II, CPP
Procurement and Contracts Division
[City of Orlando](#) | 400 South Orange Avenue |
Orlando, FL 32801
p [407.246.2364](#) f [407.246.2869](#)



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Staff Report

City Commission Regular Meeting

August 28, 2025



To: City Commission
From: William Freeman, City Engineer/Public Works Administrator
Meeting Date: August 28, 2025
Item Name: Resolution 2025-62. A Resolution by the City Commission of the City of Flagler Beach to award construction services for lift station rehabilitation to Ferreira Construction Company for an amount not to exceed \$1,969,971.00; providing for conflict and an effective date.

Background:

Flagler Beach operates and maintains 28 lift stations throughout the City. Lift Stations 2 and 5 and Pump Stations 4 and 7 have been determined to need rehabilitation and flood hardening. The rehabilitative work will be funded in part by a Florida Department of Environmental Protection (FDEP) grant, acquired by the City.

Fiscal Impact:

Funding for the Project will be drawn from the City's Utility Maintenance Fund. The fee for the proposed service is \$1,969,971.00. This project is funded from the HA009 grant.

Staff Recommendation:

Staff recommends approval of Resolution 2025-62, awarding the contract to Ferreira Construction Co., in the amount not to exceed \$1,969,971.00.

Attachments:

1. 2025-62
2. Ferreira FB - Construction Contract Form (04.01.2025)
3. Bid Tabs
4. Recommendation Letter

RESOLUTION 2025-62

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO AWARD CONSTRUCTION SERVICES, FOR LIFT STATION REHABILITATION TO FERREIRA CONSTRUCTION COMPANY FOR AN AMOUNT NOT TO EXCEED \$1,969,971.00; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach operates and maintains 28 Lift Stations throughout the City; and,

WHEREAS, Lift Stations 2 and 5 and Pump Stations 4 and 7 have been determined to need rehabilitation and flood hardening with funding from an FDEP grant, acquired by the City; and,

WHEREAS, City staff reviewed and vetted the contract and references and recommends that the City Commission award the Lift Station Rehabilitation repair and maintenance project to Ferreira Construction Company; and,

WHEREAS, funding for the Project will be drawn from the City's Utility Maintenance Fund; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The City Commission authorizes the execution of a contract with Ferreira Construction Company in an amount not to exceed \$1,969,971.00 to complete the aforementioned Lift Station Rehabilitation projects.

SECTION 2. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 4. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 28th day of August, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



CONSTRUCTION CONTRACT

THIS AGREEMENT is made by and between the **City OF FLAGLER BEACH**, a Florida municipal corporation whose address is 105 S. 2nd St., Flagler Beach, Florida 32136 (the “City”), and [Contractor name], a [Entity], whose address is [Contractor’s primary business address] (the “Contractor”).

WITNESSETH:

WHEREAS, the City requires the services of a contractor to perform [Contract title] (hereinafter referred to as the “Project”); and

WHEREAS, on [date], the City issued [Solicitation No.]; and

WHEREAS, based on the qualifications, experience, and related certifications, affidavits, and submissions provided in Contractor’s submitted response, the City has selected Contractor to perform the construction services; and

WHEREAS, on [date], the City issued a Notice of Intent to Award this Contract to Contractor; and

WHEREAS, Contractor has reviewed the services necessary to complete the Project and is qualified, willing, and able to provide and perform all such services in accordance the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties hereby agree as follows:

ARTICLE 1. **DEFINITIONS**

1.1 The terms used in this Contract, any amendment hereto and all Exhibits attached hereto, shall have the following meanings:

Applicable Law means all applicable federal, state and local laws, statutes, Codes, rules, regulations and ordinances, which are applicable to the Work.

Change means an agreed-upon modification to Contractor’s scope of Work that affects the Contract Price and/or the Contract Time.

Change Order means a written instrument signed by the City, Contractor, and the appropriate member of the Design Team, describing a Change and specifying any appropriate adjustments in the Contract Price and/or the Contract Time.

City means the City of Flagler Beach, Florida.

City’s Representative means [name of City’s Representative], or its successor designated in writing.



Codes mean building and other codes applicable to the Project.

Construction Change Directive means a written directive to perform Work that is issued unilaterally by City.

Contract means this Construction Contract and all Exhibits, and all amendments thereto.

Contract Documents mean the documents identified in Section [X] of this Contract.

Contract Price means Contractor's compensation for performing the Work.

Contract Time means the period of time for performance of the Work as indicated in the approved Project Schedule, and any subsequent revisions thereto approved by City by Change Order.

Contractor means [Contractor's name].

Day means a calendar day.

Design Team means, collectively, any architect, engineer, and/or consultant hired by the City, if any, to provide design services in connection with the Project.

Final Completion means that Contractor has satisfactorily completed all of the Work and that the requirements for the City's final acceptance have been met.

Governmental Authority means any federal, state, local and quasi-governmental agency having jurisdiction over the Project.

Notice to Proceed means a written notice from the City directing Contractor to proceed with Work which establishes the beginning of the construction phase of the Project.

Party or Parties means the City or Contractor or both, respectively, to this Contract.

Project means the [description of Project].

Site means [description of Project Site].

Subcontract means a written agreement, in a form acceptable to the City, between Contractor and a Subcontractor. The term "Subcontract" also includes Purchase Orders.

Subcontractor means a person or entity having a Subcontract directly with Contractor to perform a portion of the Work or to supply materials and/or equipment. The term "Subcontractor" also includes suppliers.

Substantial Completion means the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the City, the Work (or a specified part



thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

Work means all work to be performed by Contractor under the Contract Documents, and includes all labor, materials, equipment, supplies, supervision and administration of the Work provided under the terms of this Contract.

ARTICLE 2. SCOPE OF WORK

- 2.1 Contractor agrees to diligently provide all construction services, materials, and labor (the “Work”) for the performance of [*Contract title*], in accordance with the Scope of Services made part of this Contract, attached hereto as **Exhibit A** and incorporated herein. The Work shall be completed in accordance with the plans and specifications on file with the City of Flagler Beach, the receipt of which is hereby acknowledged and which are incorporated herein by this reference.

ARTICLE 3. TERM

- 3.1 This Contract shall commence immediately upon execution by both Parties and shall continue through completion of the Project, in accordance with the Project Schedule.

ARTICLE 4. CONTRACT PRICE

- 4.1 The City shall pay Contractor for the construction services rendered hereunder and completed in accordance with the terms and conditions of this Contract a total amount not to exceed [*written amount (\$ number amount)*] (referred to herein as the “Contract Price”).

ARTICLE 5. CONTRACT DOCUMENTS

- 5.1 **Contract Documents Identified.** The Contract Documents, which comprise the entire agreement between the City and Contractor and which are made a part hereof by this reference, shall consist of the following:
- 5.1.1 This Contract, including all the Exhibits and amendments hereto.
 - 5.1.2 Plans, specifications, and related documents prepared by Design Team Members, and approved in writing by the City, upon which the Contract Price is based.
 - 5.1.3 The following which may be delivered or issued on or after the Effective Date of this Contract and are not attached hereto:
 - A. Notice to Proceed.
 - B. Construction Change Directives.
 - C. Change Orders.
 - D. Field Orders.



5.1.4 [Addition documents, as applicable]

- 5.2 **Intent.** The intent of the Contract Documents is to include within Contractor's scope of Work the obligation to perform and provide all labor, supervision, materials and supplies, tools, equipment, permits, licenses, taxes, insurance approvals, transportation, testing and field surveying, and other services and items as are necessary to satisfactorily complete the Work. Matters not expressly included in the Contract Documents, but which are reasonably inferable therefrom as being necessary to produce Work in accordance with the Contract Documents, shall be deemed included as part of the Work.

ARTICLE 6. CONTRACT TIME; LIQUIDATED DAMAGES

- 6.1 **Commencement of Contract Times.** The Contract Time shall commence on the day indicated in the Notice to Proceed issued by the City. No Work shall be done prior to such date.
- 6.2 **Time for Performance.** Contractor shall achieve Substantial Completion and Final Completion within the timeframes specified in the Contract Documents, or as extended by approved Change Orders.
- 6.3 **Time is of the Essence.** Contractor acknowledges that the timely performance of the Work in accordance with the Project schedule is "of the essence" of this Contract. This "time of the essence" requirement shall apply to all dates, time limits, and time requirements including, but not limited to, the Substantial Completion date, set forth in this Contract and in the Project Schedule.
- 6.4 **Liquidated Damages.**
- 6.4.1 The Parties acknowledge that Contractor's failure to complete the Work within the Contract Time will result in damages that are difficult to accurately determine. Therefore, if Contractor fails to achieve Substantial Completion or Final Completion within the contractually specified time, or any extension thereof granted pursuant to the Contract, the City shall assess liquidated damages as follows: *[formula for damages]*.
- 6.4.2 The Parties agree that the liquidated damages are not a penalty, but a reasonable estimate of actual damages incurred due to delayed completion, including additional administrative, inspection, and oversight costs.
- 6.4.3 Liquidated damages may be deducted from any progress payment or retainage due to Contractor. If the unpaid contract balance is insufficient, Contractor shall be liable for the excess amount.

ARTICLE 7. PAYMENT PROCEDURES

- 7.1 **Invoices.** Contractor shall submit invoices for progress payments in a format acceptable to the City, including a detailed breakdown of Work completed, materials provided, and authorized change orders. Each invoice shall be accompanied by supporting documentation,



which may include Subcontractor and supplier payment affidavits, certified payroll records (if applicable), and/or any other information required by the City. The City may reject any invoice that is incomplete, incorrect, or lacks sufficient documentation, in which case Contractor shall resubmit a corrected invoice.

7.2 **Billing Address.** Unless otherwise agreed to in writing by both Parties, Contractor shall submit invoices to: [REDACTED]

7.3 **Progress Payments.** The City shall make periodic payments to Contractor based on the percentage of Work completed. Payments shall be made in accordance with the Local Government Prompt Payment Act (§ 218.70 *et seq.*, *Florida Statutes*) upon the City's receipt of a properly submitted invoice.

7.4 **Retainage.**

7.4.1 In accordance with § 255.078, F.S., the City shall retain five percent (5%) of each progress payment as retainage; provided, however, the City may approve full payment to certain suppliers and Subcontractors when such payment is generally the practice of the industry. Once the Project reaches fifty percent (50%) completion, as determined by the City, the retainage may be reduced for subsequent progress payments, provided Contractor is performing satisfactorily.

7.4.2 Within ten (10) Days after receiving retainage from the City, Contractor shall remit the appropriate retainage amount to each Subcontractor or supplier whose labor, services, or materials were included in the payment. Contractor shall not withhold retainage from Subcontractors or suppliers in excess of the percentage withheld by the City unless otherwise agreed to in writing. Failure to comply with this provision may result in penalties or withholding of future payments.

7.5 **Final Payment.**

7.5.1 In accordance with § 255.078, *Florida Statutes*, upon Final Completion, the City shall pay Contractor the remaining contract balance, including all retainage previously withheld, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete any outstanding punch list items.

7.5.1 The City's acceptance of Contractor's final invoice and any payment made in connection therewith shall not constitute a waiver of any rights or causes of action the City may have arising out of the Contractor's performance of services under this Contract. The City expressly reserves the right to pursue any claims or remedies available under this Contract or applicable law, notwithstanding the acceptance of the final invoice or payment.

7.6 **Interest.** All amounts not paid when due shall bear interest at the rate of not more than two percent (2%) per annum.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS

8.1 Contractor hereby represents the following:



- 8.1.1 Contractor is familiar with the nature and extent of the Contract Documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that may affect cost, progress, or performance of the Work.
- 8.1.2 Contractor has visited the Project Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 8.1.3 Contractor has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality, and quantities of the Work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
- 8.1.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Project Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, with respect to technical data in such reports and drawings.
- 8.1.5 Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Project Site; information and observations obtained from visits to the Project Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs. Contractor accepts full responsibility for, and waives all claims for additional compensation relating to, existing conditions at the Site.
- 8.1.6 Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8.1.7 Contractor is aware of the general nature of work to be performed by City and others, if any, at the Project Site that relates to the Work as indicated in the Contract Documents.
- 8.1.8 Contractor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Project Site conditions and the Contract Documents, and the written resolution thereof by the appropriate Design Team member, as identified by the City, is acceptable to Contractor.



- 8.1.9 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 8.1.10 Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9. CITY'S RESPONSIBILITIES

- 9.1 **City's Representative.** The City shall designate in writing a representative who is authorized to act on behalf of the City with respect to the Project. The City's Representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work.
- 9.2 **Information and Services.** The City shall furnish, at its expense, the services, information, surveys, and reports required for Contractor to complete the Work. Contractor shall be entitled to rely on the accuracy and completeness of information furnished by the City but shall exercise precautions relating to the safe performance of the Work.

ARTICLE 10. CONTRACTOR RESPONSIBILITIES

- 10.1 [Omitted].

ARTICLE 11. INSURANCE; INDEMNITY

- 11.1 **Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorneys' fees and costs through appeal, but only to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and/or persons employed or utilized by Contractor in the performance of this Contract. The City shall be entitled to recover actual reasonable attorneys' fees and reasonable court costs and all other costs, expenses, and liabilities incurred and/or suffered by the City in any action brought to enforce all or any part of this Section. Contractor's obligations under this Section shall in no way limit the City's other rights and remedies under this Contract. Nothing herein shall be interpreted to constitute a waiver of sovereign immunity of the City, as set forth in § 768.28, *Florida Statutes*.
- 11.2 **Insurance.** Contractor shall not commence any construction Work in connection with this Contract until all required insurance policies have been obtained and approved by the City. Similarly, Contractor shall not permit any Subcontractor to commence Work until the Subcontractor has obtained and received approval for all required insurance. All insurance policies shall be issued by insurers that are qualified and authorized to do business in Florida. Contractor's failure to maintain coverage as required herein shall not relieve Contractor of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the City's approval of insurance coverage to be maintained by Contractor and any Subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor and the Subcontractors under a contract.



ARTICLE 12. TERMINATION

12.1 Termination by Contractor.

12.1.1 If: (A) without good cause, the City shall fail for a period of [*number (X)*] Days after the due date to make payment on the undisputed portion of any approved Contractor invoice; or (B) if the Work shall have been suspended: (i) by the City for a period in excess of one hundred twenty (120) Days; or (ii) for a period in excess of one hundred eighty (180) Days under an order of any court or other public authority having jurisdiction over the Work or the Project or as a result of an act of any Governmental Authority such as, for example, a declaration of national emergency making materials unavailable through no act or fault of Contractor, then Contractor immediately shall serve City with written notice thereof.

12.1.2 If the City shall fail: (1) to cause all such undisputed portions of such invoice to be paid within [*number (X)*] Days after such notice; or (2) if the delay described in Section 11.1.1(B) above shall continue more than thirty (30) Days after receipt of such notice, then this Contract may be terminated by Contractor by written notice to the City setting forth the date of termination, which date shall not be sooner than fourteen (14) Days after the date of the second notice. If, within said fourteen-Day (14) period, the matter giving rise to Contractor's right to terminate this Contract shall not have been cured or discontinued, this Contract shall be deemed to be Terminated for Convenience, and Contractor shall be compensated in the manner and to the extent set forth in Section 11.4. hereof.

12.2 **City's Right to Perform CM's Obligations.** If Contractor fails to fulfill any obligations under this Contract, including obligations to perform Work using Contractor's own forces or Subcontractors, the City may, upon providing seven (7) Days' written notice to Contractor, remedy such deficiencies. The cost incurred by the City to address and correct these deficiencies shall be deducted from the Contract Price.

12.3 Termination by the City for Cause.

12.3.1 The occurrence of any one of the following events shall constitute a "For-Cause Event" by Contractor under this Contract. If Contractor:

- A. Is adjudged bankrupt.
- B. Makes a general assignment for the benefit of Contractor's creditors.
- C. Has a receiver appointed on account of Contractor's insolvency.
- D. Repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials.
- E. Fails to commence or diligently pursue the Work in accordance with Project Schedule, if applicable, or otherwise within the time specified in the Contract Documents.



- F. Fails to make prompt payments to Subcontractors in accordance with the respective agreements between Contractor and the Subcontractors or suppliers.
- G. Repeatedly disregards applicable federal or state laws, rules, ordinances, regulations, codes or lawful orders of any public authority having jurisdiction.
- H. Refuses to allow public access to any documents, papers, letters, or other material made or received by Contractor in conjunction with this Contract that are subject to the provisions of Chapter 119, *Florida Statutes*.
- I. Is otherwise in breach of a material provision of this Contract.

12.3.2 Under any of the above referenced circumstances, the City may, without prejudice to any right or remedy of the City and after providing Contractor and Contractor's surety, if any, seven (7) Days' written notice, terminate this Contract and may, subject to any prior rights of the surety, take possession of the Project Site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the Project by whatever reasonable method the City may deem expedient.

12.3.3 If the City terminates this Contract for cause pursuant to this Section, Contractor shall not be entitled to receive further compensation until the Work is finished. If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for any Design Team member services, if any, and expenses made necessary thereby and other damages incurred by the City and not expressly waived, such excess shall be paid to Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to the City. Reasonable termination expenses incurred by the City may be deducted from any unpaid balance owed to Contractor, excluding monies owed to Contractor for subcontract Work.

12.3.4 If any termination by the City is later determined to have been improper or unjustified, such termination shall nonetheless be deemed and considered for all purposes a termination for convenience.

12.4 Termination by City for Convenience.

12.4.1 The City, at any time and for any reason whatsoever in City's sole discretion, may terminate this Contract for City's convenience. Any such Termination for Convenience shall be affected by delivering to Contractor a written notice of Termination for Convenience at least ten (10) Days prior to the effective date thereof, specifying the date upon which the Termination for Convenience shall become effective and identifying any specific portion of the Work to be completed by Contractor prior to such effective date. Upon receipt of the City's written notice of Termination for Convenience, Contractor shall:

- A. Cease operations as directed by the City in the notice.



- B. Take actions reasonably necessary, or as directed by the City, to protect and preserve the Work.
 - C. Except for Work directed to be performed prior to the effective date of termination, terminate all existing subcontracts and purchase orders and refrain from entering into any further subcontracts and/or purchase orders.
- 12.4.2 In the event of the City's Termination for Convenience, the City shall pay Contractor for Work properly executed up to the effective date of termination and reasonable costs incurred by reason of such termination.
- 12.4.3 In the event of a Termination for Convenience, Contractor shall be paid by City for: (A) the unpaid portion of the Contract Price relating to Work properly executed in accordance with this Contract up to the effective date of the Termination for Convenience and (B) reasonable, documented demobilization costs incurred as a direct result of the Termination for Convenience. In no event shall Contractor be entitled to any compensation for consequential or indirect damages, including but not limited to, loss of overhead, anticipated profits or revenue, loss of opportunity, or other economic loss arising out of or resulting from such termination.
- 12.4.4 The remedy provided under this Section shall be Contractor's exclusive remedy under this Contract against the City for Termination for Convenience. In the event any termination for cause or default of Contractor pursuant to this Contract is later determined to have been improper, such termination or default shall be automatically converted to a Termination for Convenience under this Section and Contractor shall be limited in its recovery strictly to the compensation provided for in this Section.

ARTICLE 13. MISCELLANEOUS

- 13.1 **Dispute Resolution.** In the event of any dispute, claim, or controversy arising out of or relating to this Contract, the Parties agree to first attempt to resolve the matter through good faith negotiations. Any Party may initiate the negotiation process by providing written notice to the other Party, outlining the nature of the dispute. If the Parties are unable to resolve the dispute within thirty (30) Days of such notice, either Party may proceed to resolve the matter through litigation in a court of competent jurisdiction as defined in Section 12.2 below. Each Party reserves all rights and remedies available under applicable law.
- 13.2 **Governing Law; Venue; Waiver of Jury Trial.** The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either Party to initiate legal action regarding this Contract, venue shall lie in the state or federal courts having jurisdiction in Volusia County, Florida. **THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM, ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**



- 13.3 **Notice.** All notices required and/or made pursuant to this Contract shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

City: City of Flagler Beach
Attn: City Manager
105 South 2nd St.
Flagler Beach, Florida 32136

Contractor: Ferreira Construction
Attn: Dictinio Garcia
31 Tannery Rd.
Branchburg, New Jersey 08876

- 13.4 **Project Records/Audit.** Throughout the term of the Contract, Contractor shall maintain, and require Subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Contract (the "Records"). Such Records shall be available at all reasonable times for examination and audit by City or any authorized City representative upon reasonable notice and shall be maintained for the longer of (1) five years following final payment or (2) the conclusion of all audits and litigation (including all appeals) arising out of or relating to the Contract. Incomplete or incorrect entries in any Records shall be grounds for disallowance by or reimbursement to City of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of City. Contractor's refusal to comply with the provisions of this paragraph may be grounds for termination of the Contract for cause by City.

- 13.5 **Consequential Damages.** The Parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this Project.

13.6 **Public Records.**

13.6.1 Pursuant to § 119.0701, *Florida Statutes*, Contractor agrees to:

- A. Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance of services under this Contract.
- B. 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 allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- C. Ensure that any 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 Contract Term, and following completion of the Contract until the records are transferred to City.



- D. Upon the termination or natural expiration of this Contract, either transfer, at no cost to City, all public records in Contractor's possession or keep and maintain the public records in accordance with 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 that is compatible with the information technology systems of City. In the event of transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

13.6.2 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: POVERSTREET@CityOFFLAGLERBEACH.COM; (386) 517-2000; 105 SOUTH 2ND ST., FLAGLER BEACH, FLORIDA 32136.

- 13.6.3 Unless otherwise provided by law, any and all records, including, but not limited to, reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the City.

- 13.6.4 Contractor acknowledges that Contractor's failure or refusal to comply with the provisions of this Paragraph shall result in the immediate termination of this Contract by City and other penalties as provided by law.

- 13.7 **E-Verify.** Pursuant to § 448.095(5), *Florida Statutes*, Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. Contractor shall also require all Subcontractors performing work under the Contract to use the E-Verify system for any newly hired employees. Contractor shall obtain from each Subcontractor an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the Subcontractor is in compliance with § 448.095, *Florida Statutes*. Contractor shall retain a copy of the affidavit(s) for the duration of the Contract and provide it to City upon request. Contractor hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, Contractor shall provide evidence of such registration and compliance. Contractor acknowledges that failure to comply with this paragraph, including failure to secure and retain Subcontractor affidavits, may result in immediate termination of the Contract without liability and without regard to the notice requirements set forth therein and other penalties as provided by law.

- 13.8 **Scrutinized Companies.** In accordance with § 287.135, *Florida Statutes*, Contractor hereby certifies that neither Contractor nor any subsidiary, parent company, or affiliate of Contractor is engaged in a boycott of Israel, nor is on the Scrutinized Companies that



Boycott Israel List. Contractor further agrees that Contractor will not subcontract with any entity that is engaged in a boycott of Israel or is on the Scrutinized Companies that Boycott Israel List. In the event Contractor, or any of its subsidiaries, parent companies, affiliates, or Subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies that Boycott Israel List during the term of the Contract, Contractor shall immediately notify City. Contractor acknowledges that failure to comply with this paragraph, including any false certification, may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein and may subject Contractor to civil penalties and other remedies available under the law.

- 13.9 **Public Entity Crime.** In accordance with § 287.133, *Florida Statutes*, no person or affiliate, as defined in therein, shall be allowed to contract with City, nor be allowed to enter into a subcontract for work under the Contract, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. Contractor hereby certifies that neither Contractor nor any of Contractor's affiliates or Subcontractors are on the convicted vendor list. Contractor shall notify City immediately if Contractor or any affiliate or Subcontractor is placed on the convicted vendor list at any time during the term of the Contract. Contractor acknowledges that failure to comply with this paragraph may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein, and other penalties as provided by law.
- 13.10 **Conflict of Interest.** Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. Contractor acknowledges that failure to comply with this paragraph may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein
- 13.11 **Human Trafficking.** In accordance with § 787.06, *Florida Statutes*, Contractor hereby certifies that Contractor does not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, and that Contractor has provided to City the Human Trafficking Affidavit, attached hereto as **Exhibit X**, and incorporated herein by reference.
- 13.12 **Equal Opportunity Employer.** Contractor certifies that it is an equal opportunity employer and agrees to comply with all applicable federal, state, and local equal opportunity employment laws. Contractor agrees to include a similar non-discrimination provision in all subcontracts entered into pursuant to the Contract and will take reasonable steps to ensure compliance with such provision by its Subcontractors.
- 13.13 **Drug-Free Workplace.** Contractor hereby certifies that it complies with Florida's Drug-Free Workplace Program as outlined in § 287.087, *Florida Statutes*. Contractor agrees to



maintain a drug-free workplace throughout the term of this Contract and will provide evidence of such compliance upon request by the City.

- 13.14 **Survival.** Any terms or conditions of this Contract that require acts beyond the date of the term of the Contract shall survive the expiration of the Contract and shall remain in full force and effect unless and until the terms or conditions are completed.
- 13.15 **Non-Discrimination; Federal Wages.** Contractor, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that i) in the furnishing of services to the City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, national origin, religion, sex, age, disability, sexual orientation, or marital status; and ii) Contractor shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and they may be amended from time to time. In the event of a breach of any of the nondiscrimination covenants described in this Section, the City shall have the right to terminate this Contract for cause. If this Project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, Contractor shall be required to comply with the same.
- 13.16 **Non-Collusion.** Execution of this Contract by Contractor shall act as the execution of a non-collusion certificate stating that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more firms over other firms. Conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or other act incident to doing business with the City may result in permanent debarment. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from Contractor list(s), and/or debarment or suspension from doing business with the City.
- 13.17 **Sovereign Immunity.** The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, *Florida Statutes*. Notwithstanding anything set forth in any section, article, or paragraph of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, attorneys' fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This Section shall not limit any remedies as specifically contained in this Contract.



- 13.18 **Severability.** In the event that any term of this Contract is deemed by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable (1) the Parties shall use all reasonable efforts to negotiate in good faith to amend the term to eliminate any such invalidity, illegality, or unenforceability to the extent practically possible, taking into full account their original intent when entering into this Contract in the first instance, and (2) the remaining provisions hereof shall continue in full force and effect.
- 13.19 **Waiver.** No waiver of any term or right in this Contract shall be effective unless made in writing and signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Contract thereafter. Any written waiver authorized on one occasion is effective only in that instance and only for the specific purpose stated, and does not operate as a waiver on any future occasion.
- 13.20 **Entire Contract; Modification.** This Contract, along with all Exhibit and any other attachments specifically incorporated herein by reference, sets forth the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreements or communications between the Parties, whether written or oral, relating hereto. No representation, inducement, or promise has been made or relied upon by either Party in entering into this arrangement other than as specifically set forth herein. This Contract may be modified only by a written amendment signed by an authorized representative of each Party. To the extent that the terms hereof contradict any of the terms of any attachment hereto, the terms hereof shall govern, unless specifically set forth to the contrary in any such attachment.
- 13.21 **Assignment.** Unless expressly agreed to elsewhere in the Contract, no assignment by a Party hereto of any rights under or interests in the Contract will be binding on another party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 13.22 **Successors and Assigns.** The City and Contractor each binds itself, its successors, assigns, and legal representatives to the other Party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 13.23 **No Third-Party Beneficiaries.** This Contract is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.



- 13.24 **Joint Authorship.** This Contract shall be construed as resulting from joint negotiation and authorship. No part of this Contract shall be construed as the product of any one of the Parties hereto.
- 13.25 **Headings.** All headings of the sections, exhibits, and attachments contained in this Contract are for reference purposes only and shall not affect the interpretation of any of the terms and conditions set forth herein.
- 13.26 **Electronic Signatures.** This Contract may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Contract. Electronic signatures shall be valid and sufficient to bind any Party to this Contract. Signatures to this Contract transmitted by facsimile, email, or other electronic transmission (for example, through the use of a Portable Document Format or “pdf” file) shall be valid and effective to bind the Party so signing. All such signatures will be deemed to be original signatures for all purposes.

[signatures on following page]



IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives,
have executed this Contract, effective this ____ day of _____ 20 ____.

CITY OF FLAGLER BEACH

Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk

[additional signatures on following page]



Ferreira Construction Co., Inc

Tino Garcia
Tino Garcia (Aug 21, 2025 10:51:28 PDT)

Dictinio Garcia

Print

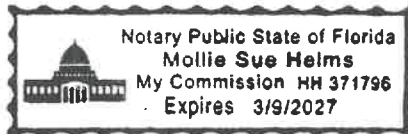
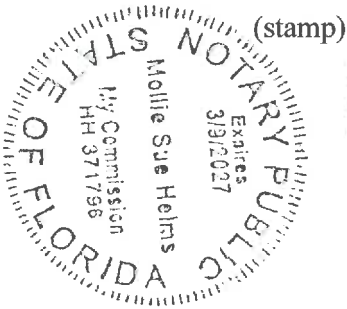
Sr Vice President

Title

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged and sworn before me by means of [] physical presence or [☒] online notarization of Dictinio Garcia, as Sr. V.P. of Ferreira Construction, who personally swore or affirmed that he/she is authorized to execute this Contract and thereby bind Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 21st day of August, 2025.



Mollie Sue Helms

NOTARY PUBLIC

Ferreira FB - Construction Contract Form (04.01.2025)

Final Audit Report

2025-08-21

Created:	2025-08-21
By:	Mollie Helms (mhelms@ferreiraconstruction.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbDDRst_nh2amvT3DA2x96oyEIMA9_6fR

"Ferreira FB - Construction Contract Form (04.01.2025)" History

-  Document created by Mollie Helms (mhelms@ferreiraconstruction.com)
2025-08-21 - 5:34:51 PM GMT
-  Document emailed to Tino Garcia (tgarcia@ferreiraconstruction.com) for signature
2025-08-21 - 5:34:56 PM GMT
-  Email viewed by Tino Garcia (tgarcia@ferreiraconstruction.com)
2025-08-21 - 5:45:06 PM GMT
-  Document e-signed by Tino Garcia (tgarcia@ferreiraconstruction.com)
Signature Date: 2025-08-21 - 5:51:28 PM GMT - Time Source: server
-  Agreement completed.
2025-08-21 - 5:51:28 PM GMT



July 8, 2025

Bill Freeman, PE
City Engineer
City of Flagler Beach
800 S. Daytona
Flagler Beach, FL 32136

Email: BFreeman@cityofflaglerbeach.com

**RE: HURRICANE WASTEWATER MANAGEMENT SYSTEM – LIFT STATIONS
BID NO. 25-0307**

Dear Mr. Freeman,

As you are aware, the City originally advertised for construction bids for the above-mentioned project and received no bids on February 21, 2025. Based on information from vendors and potential bidders, many of the potential bidders were too busy to bid the project and/or they were unable to receive bids from subcontractors, who apparently were also too busy. The City readvertised the project hoping for improved timing and interest from potential bidders. On April 7, 2025, the City received one (1) bid from Ferreira Construction Co., Inc., of Jacksonville (Ferreira).

The project involves the replacement of the City's wastewater lift stations 2 and 5 and pump stations 4 and 7. All of which had been determined to need replacement and flood hardening with funding for the improvements being from an FDEP grant that the City acquired.

We found Ferreira's submitted bid documents complete and accurate. Neither the City nor our firm have had direct experience with Ferreira. We contacted Ferreira's provided references and all three provided positive responses that Ferreira performed well on their projects. Ferreira's State General Contractor's license is in good standing with no active complaints.

Ferreira's submitted base bid was \$4,538,035.70. See the attached bid tabulation. As this amount was greater than the City's budget for the project, the City inquired with Ferreira about value engineering options. Ferreira met with City staff to review the stations and to develop alternative scopes of work for each which involves rehabilitation of some of the equipment/features versus total station replacement. Ferreira provided the attached \$1,969,971.00 value engineering proposal which we understand is within the City's budget and that the City would like to proceed with.

Therefore, we recommend that the City award this project to Ferreira Construction Co., Inc. in the amount of \$1,969,971.00. This award could be in the form of a bid award/contract with Ferreira for the reduced

Bill Freeman

July 8, 2025

Page 2

contract value or for the full bid amount accompanied with a deductive change order to reflect the reduced contract value. We defer to City staff and City Attorney for the preferred approach.

Please contact our office if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. King', with a stylized flourish at the end.

David A. King, PE
Vice President

DAK:bf

Attachments: Bid Tabulation
Value Engineering Proposal

cc: Lee Richards – City of Flagler Beach

ORIGINAL BID

FERREIRA CONSTRUCTION CO., INC.

				LIFT STATION NO. 2		LIFT STATION NO. 4		LIFT STATION NO. 5		LIFT STATION NO. 7 - ADDITIVE ALTERNATE 1	
Item	Description	Est.	Unit	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
1	Mobilization/Demobilization	1	LS	\$ 303,340.00	\$ 303,340.00	\$ 303,340.00	\$ 303,340.00	\$ 303,340.00	\$ 303,340.00	\$ 303,340.00	\$ 303,340.00
2	Clearing, Grubbing, Soil and Erosion Control	1	LS	\$ 20,208.00	\$ 20,208.00	\$ 24,300.00	\$ 24,300.00	\$ 20,208.00	\$ 20,208.00	\$ 20,200.00	\$ 20,200.00
3	Photographic Documentation	1	LS	\$ 7,150.00	\$ 7,150.00	\$ 7,150.00	\$ 7,150.00	\$ 7,150.00	\$ 7,150.00	\$ 7,150.00	\$ 7,150.00
4	Field Locate and Expose Existing Utilities	1	LS	\$ 8,990.00	\$ 8,990.00	\$ 8,990.00	\$ 8,990.00	\$ 8,990.00	\$ 8,990.00	\$ 8,990.00	\$ 8,990.00
5	Demolition of Existing Lift/Pump Stations	1	LS	\$ 33,420.00	\$ 33,420.00	\$ 38,000.00	\$ 38,000.00	\$ 33,420.00	\$ 33,420.00	\$ 38,600.00	\$ 38,600.00
6	Maintenance of Traffic	1	LS	\$ 13,520.00	\$ 13,520.00	\$ 13,520.00	\$ 13,520.00	\$ 13,520.00	\$ 13,520.00	\$ 13,520.00	\$ 13,520.00
7	Sitework	1	LS	\$ 15,292.00	\$ 15,292.00	\$ 114,770.00	\$ 114,770.00	\$ 15,300.00	\$ 15,300.00	\$ 15,300.00	\$ 15,300.00
8	Underground Sanitary Sewer	1	LS	\$ 141,850.00	\$ 141,850.00	\$ 95,100.00	\$ 95,100.00	\$ 143,400.00	\$ 143,400.00	\$ 141,350.00	\$ 141,350.00
9	Lift/Pump Stations	1	LS	\$ 640,500.00	\$ 640,500.00	\$ 640,500.00	\$ 640,500.00	\$ 640,500.00	\$ 640,500.00	\$ 610,572.00	\$ 610,572.00
10	Complete Skid Mounted Emergency Bypass Pumps w/ Concrete Slabs and Suction and Discharge Piping	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	DIP Fittings (Add or Delete)	1	TN	\$ 31,200.00	\$ 31,200.00	\$ 31,150.00	\$ 31,150.00	\$ 31,200.00	\$ 31,200.00	\$ 31,155.00	\$ 31,155.00

12	Permits and Miscellaneous Allowances	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
13	As-Built Survey/Record Drawings	1	LS	\$ 17,480.00	\$ 17,480.00	\$ 21,840.00	\$ 21,840.00	\$ 17,480.00	\$ 17,480.00	\$ 17,470.00	\$ 17,470.00
SUBTOTAL					\$ 1,292,950.00		\$ 1,358,660.00		\$ 1,294,508.00		\$1,267,647.00
15% CONTINGENCY					\$ 193,942.50		\$ 203,799.00		\$ 194,176.20		\$ 190,147.05
TOTAL BASE BID AMOUNT				\$ 4,538,035.70	\$ 1,486,892.50		\$ 1,562,459.00		\$ 1,488,684.20		\$1,457,794.05
TOTAL ADDITIVE ALTERNATE 1				\$ 1,457,794.05							
GRAND TOTAL				\$ 5,995,829.75							



May 16, 2025

To: City Of Flagler Beach

Attn: Bill Freeman

Ref: Wastewater Management System Restoration Lift Station

Bill,

Ferreira Construction will provide all labor, equipment, and materials required in order to perform the above referenced project per meetings held, walk downs performed, and conversations had for the lump sum price of: **\$1,969,971.00**

L.S. #4:

- Demo asphalt per drawings.
- Reroute pump out connection to diesel pump pad location.
- Demo top of riser from existing lift station.
- Replace existing drop pipe in lift station.
- Install a new ARV.
- Install new pumps with control panel.
- Install and raise the existing lift station eight inches higher than the current elevation.
- Install a DOT rated sealed lid.
- Repave the demoed area.
- Install concrete pad for a future backup diesel pump. Piping will be stubbed up to pad for future use.
- Install a water service for a new hose bibb.

L.S. #2:

- Demo asphalt per drawings.
- Reroute pump out connection to diesel pump pad location.
- Demo top of riser from existing lift station.
- Replace existing drop pipe in lift station.
- Install a new ARV.
- Install new pumps with control panel.
- Install and raise the existing lift station eight inches higher than the current elevation.
- Install a DOT rated sealed lid.
- Repave the demoed area.
- Install concrete pad for a future backup diesel pump. Piping will be stubbed up to pad for future use.
- Install a water service for a new hose bibb.

13000 SE Flora Ave Hobe Sound, FL 33455 Phone (772) 286-5123 Fax (772) 286-5139

9455 N.W. 104th St Medley, FL 33178 Phone (305) 805-6900 Fax (305) 805-4802

GC License #CGC1509418

ferreiraconstruction.com

An Equal Opportunity Employer

Page 163 of 456



L.S.#7

- **Bypass existing lift station.**
- **Coat the inside of the existing lift station.**
- **Replace all associated piping inside the existing lift station.**
- **Install new pumps with control panels.**
- **Install a new sealed watertight lid on the existing lift station.**
- **Demo and install new piping and valves in the valve box.**
- **Coat inside walls and piping in the valve box.**
- **Install new ARV.**

L.S. #5

- **Demo existing riser from the lift station.**
- **Install and raise new lid twelve inches higher than the current elevation.**
- **Install new piping.**
- **Install new pumps with control panel.**
- **Install new aluminum rack.**
- **Install new concrete driveway.**
- **Install new water service and hose bibb.**
- **Install new concrete pad for future backup diesel pump.**
- **Install new piping and stub up at the diesel pump pad and cap off for future use.**
- **Install coating on all exposed piping.**

Should You have any questions or comments please do not hesitate in contacting me. We thank you for the opportunity and look forward to performing this project for you and the City of Flagler Beach.

Nicholas Payne

Division Manager / Ferreira Construction – Southern Division

Mobile: (904) 404-6085 / Email: npayne@ferreiraconstruction.com

13000 SE Flora Ave Hobe Sound, FL 33455 Phone (772) 286-5123 Fax (772) 286-5139

9455 N.W. 104th St Medley, FL 33178 Phone (305) 805-6900 Fax (305) 805-4802

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July 8, 2025

Bill Freeman, PE
City Engineer
City of Flagler Beach
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Email: BFreeman@cityofflaglerbeach.com

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BID NO. 25-0307**

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The project involves the replacement of the City's wastewater lift stations 2 and 5 and pump stations 4 and 7. All of which had been determined to need replacement and flood hardening with funding for the improvements being from an FDEP grant that the City acquired.

We found Ferreira's submitted bid documents complete and accurate. Neither the City nor our firm have had direct experience with Ferreira. We contacted Ferreira's provided references and all three provided positive responses that Ferreira performed well on their projects. Ferreira's State General Contractor's license is in good standing with no active complaints.

Ferreira's submitted base bid was \$4,538,035.70. See the attached bid tabulation. As this amount was greater than the City's budget for the project, the City inquired with Ferreira about value engineering options. Ferreira met with City staff to review the stations and to develop alternative scopes of work for each which involves rehabilitation of some of the equipment/features versus total station replacement. Ferreira provided the attached \$1,969,971.00 value engineering proposal which we understand is within the City's budget and that the City would like to proceed with.

Therefore, we recommend that the City award this project to Ferreira Construction Co., Inc. in the amount of \$1,969,971.00. This award could be in the form of a bid award/contract with Ferreira for the reduced

Bill Freeman

July 8, 2025

Page 2

contract value or for the full bid amount accompanied with a deductive change order to reflect the reduced contract value. We defer to City staff and City Attorney for the preferred approach.

Please contact our office if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. King', with a stylized flourish at the end.

David A. King, PE

Vice President

DAK:bf

Attachments: Bid Tabulation
Value Engineering Proposal

cc: Lee Richards – City of Flagler Beach



Staff Report

City Commission Regular Meeting

August 28, 2025



To: City Commission
From: William Freeman, City Engineer/Public Works Administrator
Meeting Date: August 28, 2025
Item Name: Resolution 2025-63. A Resolution by the City Commission of the City of Flagler Beach approving an agreement with CPH Consulting, LLC for Engineer of Record services for the construction of the Wastewater Treatment Plant for an amount not to exceed \$1,991,460.00; providing for conflict and an effective date.

Background:

In accordance with the City's procurement policies, a Request for Qualifications (RFQ) was issued to solicit qualified firms for Engineer of Record services to support ongoing and future services with the Wastewater Treatment Plant construction. These services include planning, design clarifications, and construction-phase support.

Following the RFQ process, CPH Consulting, LLC was determined to be the most qualified firm based on experience, technical capabilities, and demonstrated performance on similar municipal projects. CPH Consulting, LLC has been involved with the City's Wastewater Treatment Plant project since 2019.

Fiscal Impact:

Funding for the Engineer of Record services is available in the approved Capital Improvement Program (CIP). No additional appropriation is required at this time. The fee for the proposed service is on an as-needed basis and not to exceed \$1,991,460.00. The funding source is the Wastewater SRF Construction loan. The Project Code is 119.

Staff Recommendation:

Staff recommends the City Commission approve Resolution 2025-63, selecting CPH Consulting, LLC to provide Engineer of Record (EOR) services and authorize the Mayor to execute the agreement for an amount not to exceed \$1,991,460.00.

Attachments:

1. 2025-63
2. Flagler Beach WWTF EOR Scope of Services 07152025_CPH signed

RESOLUTION 2025-63

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING AN AGREEMENT WITH CPH CONSULTING, LLC FOR ENGINEER OF RECORD SERVICES FOR THE CONSTRUCTION OF THE WASTEWATER TREATMENT PLANT FOR AN AMOUNT NOT TO EXCEED \$1,991,460.00.; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, in accordance with the City's procurement policies, a Request for Qualifications (RFQ) was issued to solicit qualified firms for Engineer of Record services to support ongoing and future services with the Waste Water Treatment Plant. These services include planning, design clarifications, and construction-phase support; and,

WHEREAS, following the RFQ process, CPH Consulting, LLC was determined to be the most qualified firm based on experience, technical capabilities, and demonstrated performance on similar municipal projects; and,

WHEREAS, funding for the Engineer of Record services is available in the approved Capital Improvement Program (CIP). No additional appropriation is required at this time. The fee for the proposed service is on an as-needed basis and not to exceed \$1,991,460.00;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The City Commission authorizes the agreement of services on an as-needed basis with CPH Consulting, LLC in an amount not to exceed \$1,991,460.00 to complete the aforementioned Waste Water Treatment Plant Projects.

SECTION 2. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 3. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 4. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 28th day of August, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

July 15, 2025



500 West Fulton Street
Sanford, FL 32771
Phone: 407.322.6841

Mr. Bill Freeman
City Engineer
City of Flagler Beach
800 S. Daytona Ave
Flagler Beach, FL 32136

Project Description: Flagler Beach WWTF BNR Improvements – Engineer of Record Services Proposal

Mr. Freeman:

Thank you for the opportunity to provide this proposal for the Engineer of Record (EOR) Services on the BNR Improvements project at the Flagler Beach Wastewater Treatment Facility.

CPH CONSULTING, LLC, herein identified as the CONSULTANT, was contracted by the City of Flagler Beach, herein identified as the CITY, for Professional Engineering Services for Wastewater Treatment Plant (WWTP) Expansion and Upgrade in response to RFQ-FB-2019-0409. The CONSULTANT completed the scope of design services contracted through Purchase Order No. 20-17258 and subsequent amendments. A Bid Set of Drawings and Specifications was provided to the CITY. The CITY posted the documents for bid on March 6, 2025, and accepted bids through May 29, 2025. The CONSULTANT was not contracted to provide full bidding services. A limited scope of bidding services was provided under the HA009 grant project, in which the CONSULTANT provided “CPH Addendum No. 1” and the CITY distributed it as an attachment to their Addendum No. 4. The CITY provided responses to the remaining bidder questions in Addendum No. 1 through No. 11.

As stated in the scope of services included in the CONSULTANT’S proposal in response to RFQ-FB-2019-0409, Post Design Services, including Construction, Engineering, and Inspection (CEI) services associated with the proposed expansion and upgrade project would be provided in a separate scope in accordance with the RFQ during the Final Design project phase. The CITY elected to separate the Engineer of Record services from the CEI services and bid the CEI services to additional engineering firms. The CEI contract has been awarded to McKim & Creed, Inc., herein identified as the CEI. The CONSULTANT shall provide professional engineering services and support to the CITY and CEI as requested, acting as the Engineer of Record (EOR) for the Flagler Beach WWTF BNR Improvements project.

CPH Consulting, LLC, herein identified as the CONSULTANT, will provide engineering services to the City of Flagler Beach, herein identified as the CITY, for the construction phase for the construction of upgrades to the Flagler Beach Wastewater Treatment Facility. The contract for construction of the plant has been awarded to L7 Construction, LLC, herein identified as the CONTRACTOR. The Construction, Engineering, Inspection (CEI) contract has been awarded to McKim & Creed, herein identified as the CEI.

The CONSULTANT will serve as the CITY’s professional engineering representative in those phases of the project to which this Scope of Services applies and will give consultation and advice to the CITY during the performance of these services to the extent described herein. The scope of professional services and associated fees included in this proposal correspond to the scope of work and durations included in the Request for Quotation (RFQ) for General Contractor and CEI services.

All communication and/or instructions to the CONTRACTOR shall be by others. The CONSULTANT’S point of contact shall be the CITY’s engineer/project manager. All responses, clarifications, requests, etc. shall be communicated to the CITY.

This agreement shall be in accordance with terms and conditions listed in Exhibit A and the Hourly Rate

Table in Exhibit B.

The scope of professional services for this project will include the following:

I. SCOPE OF WORK

Task 1: *Conformed Documents*

The CONSULTANT will evaluate all bid addenda and provide conformed construction documents to the CITY, CONTRACTOR and CEI. The CONSULTANT will also clarify any discrepancies between design intent and addenda responses provided by the CITY. Any addenda responses that result in a change to the contract documents shall be billed in accordance with the hourly rate table (Exhibit B). This includes additional workshops with the CITY, CEI, and/or CONTRACTOR, drawing or specification changes, due diligence, coordination with accepted suppliers, confirm addenda responses are in conformance with permit requirements, etc.

Task 2: *General Project Services*

At the CITY's request/direction, the CONSULTANT will perform general project management activities as necessary within the project's scope. The activities may include, but are not limited to:

- a. coordination with the CITY, CONTRACTOR and CEI for individual tasks.
- b. general project administrative activities as requested by the CITY.
- c. assist the CITY in providing technical assistance to the CONTRACTOR, and CEI representatives during project construction.
- d. provide clarifications and interpretations of the drawings and specifications.
- e. resolve technical issues or conflicts which may arise.
- f. prepare and submit to the CITY invoices for this project.
- g. prepare for and attend project meetings, aside from progress meetings, as requested by the CITY.
- h. Review of as-built surveyed drawings provided by the CONTRACTOR upon request by the CITY.

Task 3: *Progress Meetings*

The CONSULTANT will prepare for and attend up to forty-eight (48) meetings, including two (2) pre-construction meetings and forty-six (46) progress meetings with the CITY, CONTRACTOR and CEI to discuss the progress of the construction **as requested by the CITY and CEI**. CONSULTANT will not be responsible for preparing meeting agendas or meeting minutes. CITY or CEI shall provide meeting minutes to the CONSULTANT for review following the meeting.

Task 4: *Shop Drawing Review from CEI*

As requested by the CITY, following the CEI's initial review, the CONSULTANT will review shop drawings, product literature, product samples, and other submittal data for general conformance with the design intent of the project, and general compliance with the information given in the Contract Documents. It is the CONTRACTOR'S responsibility and not that of the CONSULTANT, to confirm and correlate dimensions and proper interfaces at the job site; fabrication processes and techniques of construction; coordination of CONTRACTOR'S work with that of all other trades and the satisfactory performance of the CONTRACTOR'S work. The CONSULTANT will issue comments on the information and/or drawings which do not conform to the design concept and comply with the information given in the Contract Documents. **The CITY and CEI shall provide** the CONSULTANT the CEI's submittal responses for

Division 11, 13, and 16 submittals for review and acceptance prior to distribution to the CONTRACTOR. Should the submitted items constitute a change to the design, a construction revision will be provided by the CONSULTANT and billed in accordance with the rate table attached. Architectural and Structural reviews are not included and shall be by others. This subtask estimate assumes review of up to seventy-five (75) submittals, including one resubmittal by the CONTRACTOR and preliminary and final O & M manuals.

Task 5: Requests for Information and/or Change Orders from CEI

As requested by the CITY, following the CEI's initial review, the CONSULTANT will review and respond to Requests for Information (RFI) and/or CONTRACTOR Change Orders. **The CITY and CEI shall provide** the CONSULTANT the CEI's RFI responses for **Division 11, 13, and 16 related items** for review and acceptance prior to distribution to the CONTRACTOR. Should an RFI constitute a change to the design, a construction revision will be provided by the CONSULTANT and billed in accordance with the rate table attached. This subtask estimate assumes the review and response to up to fifty (50) RFI's and five (5) CONTRACTOR Change Orders.

Task 6: Startup and Commissioning Services

The CONSULTANT will provide a representative at the **CONTRACTOR coordinated/provided** start-up services to verify that each component is operational within the design requirements. Start-up and training will be performed by the CONTRACTOR in the presence of the CITY and CEI and be accepted by the CITY prior to completion. The CONSULTANT is not responsible for operating the plant, the CITY shall provide qualified staff to operate the new treatment system. The CONSULTANT can provide guidance and coordinate with the equipment suppliers' during startup and commissioning as requested by the CITY. The CITY is responsible for providing the appropriate flows and concentrations per the suppliers' approved submittals. Confirmation of the controls system, sequencing, and monitoring shall be BY OTHERS. This subtask estimate assumes up to eight (8) equipment startup visits to observe and confirm equipment is operational and up to two (2) visits during performance testing to confirm the process is performing as specified. Each visit shall be no more than eight (8) hours, including travel time.

Task 7: Subconsultants – The following SUBCONSULTANTS will provide services as described above within the scope of their expertise:

- a. Bailey Engineering Consultants, Inc.

II. COST BREAKDOWN

CPH Consulting, LLC will perform the Scope of Services contained in this agreement as identified on each task on an hourly rate basis. Refer to the Hourly Billing Rate table (Exhibit B) to be utilized on this project. Rates are valid for one (1) year following execution of this Agreement. Project work scope and any additional work required after one (1) year anniversary of Agreement execution shall be completed in accordance with new rates. The CITY will compensate CPH Consulting, LLC fees on an hourly rate basis. An estimated fee breakdown for the Time & Material services are provided below for each task. Only time utilized for tasks within this scope of work shall be billed to the CITY. Each invoice will include a summary of hours per person/position for the billing period. Once each subtask is billed to 75% of the estimated value, the CITY shall provide an additive change order of 15% of the subtask total in order to reduce potential delays in work due to insufficient contract budget and execution of change orders. At the end of the project and following final invoice, the City shall provide a deductive change order to remove the remaining monies from the contract.

Task No.	Description	Estimated Fee	Basis
1	Conformed Documents	\$190,080	Hourly
2	General Project Services	\$554,300	Hourly
3	Progress Meetings	\$115,680	Hourly
4	Shop Drawing Review from CEI	\$336,750	Hourly
5	Requests for Information and/or Change Orders from CEI	\$372,850	Hourly
6	Startup and Commissioning Services	\$71,200	Hourly
7	Subconsultants	\$350,600	Hourly
	Estimated Total:	\$1,991,460	

III. SCHEDULE

The proposed construction schedule for the scope of work is estimated to be 23 months, 2 months of pre-construction and 21 months of construction, in duration after the Notice to Proceed is issued to the CONTRACTOR. This Scope of Services is assuming a time period from the issuance of the Notice to Proceed to Final Completion of the construction for a total of 23 months. Should the construction duration extend past 23 months, the CONSULTANT will provide a request for extension of the project contract.

IV. NOT INCLUDED

Should the CITY request additional services outside of this scope of work, a change proposal including the additional scope of services will be provided to amend this agreement. The following services are NOT included in this scope of work:

- a. Review and/or reimbursement requests.
- b. Asset Management Plan (AMP).
- c. Environmental Resource Permit (ERP).
- d. Fiscal Sustainability Plan.
- e. Development of Standard Operation Procedures.
- f. Training of City staff.
- g. Permitting fees. All permitting and permit renewal fees will be the responsibility of the City.
- h. Design services outside of the above mentioned scope of work.
- i. American Iron and Steel (AIS) Act compliance documentation or coordination.
- j. Meeting agendas or minutes.
- k. Any testing or laboratory testing services. Testing services shall be provided by the CONTRACTOR and/or CITY.

- l. Survey or SUE services- as built survey or below grade survey is not included.
- m. Punchlist walks or coordination.
- n. Construction Inspection Services.
- o. Documentation control.
- p. Drawing revisions unless requested by the CITY and CEI through RFI or submittal review responses. Any drawing revisions from the Bid Set of drawings shall be billed at an hourly rate per Exhibit B.
- q. Funding agency coordination or site visits during construction.
- r. Review of the CONTRACTOR's application for payment.
- s. Field interviews and Davis-Bacon wage documentation and certified payroll.
- t. Site visits to observe the progress and quality of the work unless requested by the CITY and billed at an hourly rate, including travel costs, per Exhibit B.
- u. On-site inspection services, resident project representative, and daily reports.
- v. Project closeout documents.
- w. Production of Record Drawings based on certified as built surveys and redline drawings. Should the CITY request this service, a separate proposal will be provided.
- x. Substantial and Final Completion inspections and certification.
- y. Project certification and FDEP clearances. Forms 62-620.910(12) and 62-620.910(13) shall be completed by others per the permit requirements. The CITY shall be responsible for certifying the completion of the project and obtaining FDEP clearance prior to commissioning the new construction.
- z. Update to the Facility Operation and Maintenance (O&M) Manual.
- aa. Facility Safety Manual.

It is understood that CPH Consulting, LLC will perform services under the sole direction of the CITY or designated representative. In the performance of these services, CPH will coordinate its efforts with those of other project team members and others as may be required.

If you have any questions or need any further information, please contact me at your convenience. Thank you for the opportunity to present this proposal.

V. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day
of _____, 2025.

CITY:
CITY OF FLAGLER BEACH,
FLORIDA

Signature

Name: _____

Title: _____

Date: _____

CONSULTANT:
CPH Consulting, LLC


Signature

Name: David E. Mahler, P.E.

Title: Chief Operating Officer - Infrastructure

Date: August 4, 2025

EXHIBIT A Standard Provisions to Agreement

Agreement between The City of Flagler Beach (hereinafter referred to as "CLIENT") and CPH Consulting, LLC (hereinafter referred to as "CPH") for professional services as set forth in the Agreement for Professional Services.

TERMS OF COMPENSATION AND DISPUTE RESOLUTION

1. Neither CLIENT nor CPH shall assign this Agreement, or any causes of action arising out of or relating to this Agreement, without the written consent of the other.
2. CLIENT warrants that it has, and will maintain for the duration of the project, the financial liquidity to pay for all the services contracted in this Agreement. Payment shall not be contingent on CLIENT financing, leases, purchase agreements, or any other transactions.
3. Invoice payments are due upon receipt of the invoice and payments must be kept current for services to continue. **Preferred payment method is via ACH.** Please contact AR@cphcorp.com to arrange ACH set-up. If ACH is not elected, payment should be mailed to CPH Consulting, LLC, at 500 West Fulton Street, Sanford, FL 32771. If the CLIENT fails to pay any invoice due within forty-five (45) days of the date of the invoice, CPH may, without waiving any other claim or right against CLIENT, suspend services under this agreement until CPH has been paid in full all amounts due CPH and/or any of its consultants. In addition, CLIENT shall pay CPH interest at a rate of 1.5% per month or the maximum amount allowed by law, whichever is greater, on all invoices that remain unpaid for more than 45 days.
4. CLIENT hereby waives the right to dispute or object to all or part of an invoice if such objection is not made, in writing, within twenty-one (21) days of receipt. Any such objections made in writing within twenty-one (21) days shall not affect the undisputed portions of the invoice which will still be due as scheduled.
5. At no time during the duration of the Project may the total invoiced fees unpaid equal or exceed 20% of the total base fee for the Project. In the event the total outstanding unpaid fees equals or exceeds 20% of the base contract fee, the Project will be placed on hold and no additional work will be performed by CPH or its consultant(s) until the outstanding balance has been paid to CPH.
6. All invoices over 45 days old must be paid in full prior to submittal for permits.
7. "Additional Service(s)" are services which are not part of the contracted basic services and are not included in the basic payment provisions of the Agreement. Additional Services shall only be performed upon receipt of written direction/acknowledgment from CLIENT. Additional services shall be provided and billed on an Hourly basis in accordance with the applicable Hourly Billing Rate unless an amendment to the Agreement with fee for the additional services has been executed. CPH may withhold performing additional services until an Agreement for additional services has been executed. CLIENT shall be obligated to pay for additional services it has directed/acknowledged in writing regardless of the execution of an amendment to the Agreement. CLIENT acknowledges that CPH shall be entitled to compensation for any Additional Services that may become necessary during the course of the project provided that the need for such Additional Service(s) are not caused by the fault of CPH.
8. No deductions shall be made from CPH's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which CPH has been adjudged to be liable or negligent.
9. CPH may elect to secure its financial position with a first lien and/or mechanics lien on the property. If CLIENT requests that CPH subordinate CPH's lien rights for any reason and CPH agrees to waive CPH's right of refusal to subordinate these rights, CLIENT shall deposit the entire amount of CPH's fee for the project as a whole, including estimated reimbursable expenses, into an escrow account held by an independent third party to be payable to CPH in the event of a default by CLIENT. A letter from the escrow agent acknowledging its intent to serve as disbursing agent in the event of default and an escrow agreement signed by both CLIENT and CPH detailing the terms and conditions of the disbursement must be received prior to CPH signing any document

subordinating CPH's lien rights. CLIENT shall be responsible for any and all fees and costs related to said escrow account.

10. This instrument is to be interpreted and construed according to the laws of the State of Florida. It is agreed between the parties to this contract that any litigation, lawsuit or court action of any character arising out of or related to this Agreement shall be brought solely and exclusively in Seminole County, Florida. All parties under this contract hereby voluntarily submit to the exclusive jurisdiction of the Florida Courts and the exclusive venue in Seminole County, Florida and do hereby waive any objections to either personal or subject matter jurisdiction of the Florida Courts or to said venue, and further waive their right to bring any such suit in any other venue.
11. CLIENT and CPH shall agree to negotiate in good faith any dispute between them for a period of thirty (30) days after notice to the other party prior to exercising any other rights available to them under the Agreement and the law. No such claim, nor the exercise of other rights, shall constitute a basis to withhold or delay payment to CPH for work performed.
12. In connection with any dispute arising out of or relating to this Agreement, each party shall be responsible for their own attorney's fees and costs incurred for services rendered in connection with such dispute, including appellate proceedings and post judgment proceedings.
13. The CLIENT and CPH agree to submit all claims and disputes arising out of this agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement, but neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
14. CLIENT AND CPH HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

GENERAL TERMS AND CONDITIONS

1. This Agreement is between the business entity CPH and the CLIENT. No individual agent or employee of CPH is party to this Agreement.
2. In recognition of the relative risks and benefits of the project to both the CLIENT and CPH, the CLIENT agrees, to the fullest extent permitted by law and notwithstanding any other provisions of this Agreement, to limit the total liability of CPH, its principals, directors, officers, employees, agents, consultants and servants to CLIENT and to anyone claiming by, through, or under CLIENT, for any and all injuries, claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes so that the total aggregate liability of CPH, its principals, directors, officers, employees, agents, consultants and servants shall not exceed the total compensation received by CPH under this Agreement or \$50,000, whichever is less. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty.
3. CPH shall perform its services in accordance with the laws, rules, regulations, and codes that are applicable to the project and in force at the time of this Agreement's execution.
4. No third parties, including but not limited to SBA lending agencies, banks, or financial partners associated with the project in any way will have the authority to alter this Agreement or impose additional requirements including, but not limited, to FEMA requirements, seismic engineering, subjugation of lien rights, or compliance with the National Earthquake Hazard Reduction Program. Research, negotiation, pricing, and/or performing any work related to new requirements and/or obligations imposed by the CLIENT on behalf of any entity not party to this Agreement shall be an Additional Service.
5. CPH shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement and the provision of any certificate

or consent shall not constitute a warranty or guaranty. CPH shall have a minimum of fourteen (14) days to review any and all consents or certificates to determine if such consents or certificates can be executed.

6. This proposal does not constitute a guarantee that the proposed work will be legally permitted or is viable. CPH assumes the owner has performed due diligence and is aware of any and all limitations or restrictions including but not limited to zoning, drainage, geotechnical, flood plains, etc. that may exist regarding their property.
7. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or CPH. CPH's services here-under are being performed solely for the benefit of the CLIENT and no other entity shall have any claim against CPH because of this Agreement or CPH's performance of services here-under.
8. CLIENT and CPH agree to waive any and all incidental, indirect or consequential damages arising from disputes, claims, or other matters relating to this Agreement against each other and each other's respective officers, directors, and employees. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, delay, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of agreement and breach of warranty.
9. The ten (10) days from December 24th through January 2nd of any year will not be considered workdays in any proposed schedule regardless of whether CPH's offices are open on any days during that period.
10. CPH shall be entitled to include photographic or other representations of the project design in CPH's promotional materials unless CLIENT has provided written notice to CPH that such information is confidential or proprietary information of CLIENT.
11. If any provision of this Agreement is held to be unenforceable, illegal, or invalid, then that provision will be deemed amended to achieve as nearly as possible the same effect as the original provision and the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.
12. In the event the CLIENT provides a design to CPH and directs CPH to reproduce that design, the CLIENT here-in asserts and attests that the CLIENT holds unrestricted rights to the design provided. The CLIENT agrees to indemnify, protect, defend, and hold harmless CPH against any and all claims related to the use of the design provided including, but not limited to, copyright claims.
13. CPH shall not be considered a generator, transporter, or disposer of materials affected by regulated contaminants. Because involvement with CLIENT's contaminated substances can expose CPH to severe risks, CLIENT shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless from any claim or liability for injury or loss allegedly arising from CPH's involvement with CLIENT's contaminated substances. CLIENT shall also compensate CPH for any time spent or expense incurred by CPH in defense of any such claim. Such compensation shall be based on CPH's prevailing fee schedule and expense reimbursement policy.
14. CLIENT's decision to proceed with various phases of design or construction prior to CPH's 100% completion of the proceeding phase shall relieve CPH of any responsibility for cost overruns or time extensions caused by CLIENT's decision to accelerate the phasing schedule.
15. While CPH acknowledges that bids may be sought and accepted before the completion of 100% Construction Documents, CLIENT also acknowledges the risk of accepting bids on less than 100% complete documents, including the risk of increased construction costs and time extensions, and hereby releases CPH from all fault and liability arising out of or related to accepting bids on less than 100% Construction Documents.

PERFORMANCE OF THE WORK

1. When entry to the property or properties is required for CPH and CPH's consultants to perform the services described here-in, the CLIENT agrees to obtain and make available legal right of entry to the property or properties.

2. CPH will provide all of its services in a manner consistent with the level of care and skill ordinarily exercised by other professionals for that service under similar circumstances practicing in the same or similar locality. This standard shall be applicable to all of CPH's services in the Agreement and no higher or different standard shall apply. The standard of care shall be exclusively judged at the time services are rendered and not according to later standards. CPH makes no express or implied warranty with regard to its services. CPH makes no other guaranty or warranty concerning its services, only that its services shall be performed in keeping with this Standard of Care.
3. Unless provided for in the scope of this Agreement, CPH is here-in agreeing to provide a design based on the existing laws and ordinances governing the subject property and is not agreeing to provide services related to acquiring special approvals including but not limited to:
 - Any work that does not comply with current code provisions
 - Any work that requires obtaining a variance, waiver, special exception, conditional use permit, or another similar, special approval
4. Plans shall be prepared in a professional manner and endeavor to satisfy all applicable codes. CPH shall not be liable for costs or delays resulting from changes in codes following execution of Agreement nor any questionable interpretation of the Codes by authorities having jurisdiction, nor any requests by CLIENT to pursue waivers/variances to applicable codes.
5. CLIENT will provide any required project information including, but not limited to, project/tenant requirements, due diligence documents, surveys, reports, entitlements, design and any other professional service to support the project that is not to be provided by CPH as defined in the scope of this Agreement. CPH shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the CLIENT, CLIENT's consultants and contractors, and information from public records without the need for independent verification.
6. CLIENT may provide additional or other Professional Services such as surveying, soils analysis, planning, civil, architecture, landscape architecture, legal, accounting, or construction inspection on this project and have the results furnished to CPH. As with all Owner-Furnished information, it is agreed that CPH may rely upon the accuracy and completeness of those services by others in performing its work without verification of same. CPH assumes no responsibility for the accuracy or technical adequacy of such professional services provided by others.
7. CLIENT shall provide CPH a certification of liability insurance for any independent design consultant, engineer or other professional hired by CLIENT whose documents are to be bound with the CPH set of Construction Documents, or otherwise utilized on the Project. The amount shall not be less than the amount required by CPH's CLIENT. If such certification is not furnished, CPH shall not bind the consultant's documents into CPH's Construction Documents. CLIENT shall indemnify, defend and hold CPH harmless against any liabilities, claims, damages, loss and expense (including reasonable attorneys' fees and cost of defense) arising out of the performance of consulting or engineering services by CLIENT's separate design consultants, and caused by any negligent act, error, omission or breach of contract (including, without limitation, breach of representation or warranty) by those persons or entities or for which CLIENT is liable, including, without limitation, any claim or action based upon violation of any statute, ordinance, building code or regulation. The foregoing indemnity shall survive the termination of this Agreement.
8. CPH's review of any drawings provided by the CLIENT's consultants shall not constitute an approval by CPH of any designs, equipment or materials used in the work that are not in accordance with CPH's drawings.
9. Unless otherwise provided under this Agreement, the CLIENT shall provide full information in a timely manner regarding requirements for and limitations on the Project. The CLIENT shall furnish to CPH, within three (3) days after receipt of a request.
10. CLIENT shall immediately notify CPH in writing if CLIENT becomes aware of any defect in the project.
11. The CLIENT agrees and accepts that at any time during the course of the project CPH may issue written notice that requires the CLIENT to, within fourteen (14) calendar days from the date of the notice, designate a single person to act as the primary point of contact (PPOC) for the CLIENT and

a single person to act as the secondary point of contact (SPOC) for the CLIENT should the PPOC not be available. There-after, the CLIENT shall route all communication to CPH through the PPOC. CPH shall not be held liable or considered negligent for failure to perform direction provided by any party other than the PPOC or SPOC and it shall not be CPH's responsibility to verify that third party instructions have been reviewed and/or approved by the PPOC.

12. CPH shall not be held liable for the actions or inactions of any of the following which impede CPH's and/or CPH's subconsultants' ability to perform their work. Such impacts may require changes to the Agreement fee, terms and conditions:
 - The CLIENT's failure to satisfy their obligations under this Agreement including, but not limited to, providing information in a timely manner, providing access to the property, providing design criteria, and providing equipment specifications.
 - Changes, details, shop drawings, submittals, inspections, or clarifications requested by the jurisdiction beyond what is typically provided by CPH and/or CPH's subconsultant and deemed reasonable.
 - Changes to the design or design criteria by the CLIENT after the design's approval by the CLIENT, commencement of design by CPH or review by jurisdiction.
13. Neither CLIENT nor CPH shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Such circumstances shall include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, and authorizations from any local, state or federal agency; for any supplies, materials, accesses, or services required to be provided by either CLIENT or CPH under this Agreement. A reasonable extension of time for delay in performance caused by any such circumstances shall be granted. Should such circumstances occur, the non-performing party shall within a reasonable time of being prevented from performing give written notice to the other party describing the circumstances preventing continued performance and efforts being made to resume performance under this Agreement.
14. CPH will, in the course of its work, attempt to generally identify issues that would adversely affect the project for use as proposed by CLIENT. However, CPH cannot control the regulatory process, actions of others, or unforeseen conditions and does not guarantee that the project can be developed for use as proposed, nor does CPH guarantee the timing of or ultimate regulatory approval for development as proposed.
15. The local, state, and federal entities and authorities ("Authorities") having jurisdiction over the project may or may not approve the proposed use of the project and may change their positions through the process, including disapproval of previously approved items. Additionally, it is uncertain how long those Authorities will take to consider and to take action on the applications for the proposed use of the project. Said decisions and approvals are subject to the decision-making process of those Authorities. Therefore, CPH cannot represent or guarantee that said Authorities will ultimately or finally approve, in whole or in part, the requested use or that the decision-making process will be timely for the project, or that the Authorities will grant variances applicable to the project. Therefore, CLIENT bears the risk of non-approval of the proposed use and the timing thereof. CLIENT should consider the ramifications to it if the project is not approved or only approved in part. Project denial or partial approval does not relieve CLIENT's obligation to pay CPH for services provided under this Agreement.

DOCUMENTS AND DELIVERABLES

1. Drawings, specifications, reports, notes, data, calculations, and other documents, including those in electronic form, prepared by CPH and CPH's consultants are instruments of service for use solely with respect to this Project and shall remain CPH's property. CPH and its consultants shall be

deemed the authors of their respective Instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Rights to use of the documents by CLIENT shall terminate in the event that CLIENT fails to pay invoices as outlined herein.

2. CLIENT, or any other receiving party, assumes all responsibility for the accuracy of digital documentation/information including CAD files provided by CPH. CLIENT releases CPH, its principals, directors, officers, employees, agents, consultants, and servants of any claims and/or liability related to said digital documentation/information or the accuracy of the digital documentation/information.
3. Drawings, specifications, reports, notes, data, calculations, and other documents, including those in electronic form, prepared by CPH and CPH's consultants are not intended to be suitable for reuse by the CLIENT or others on another project or any extension of this project, or for use by others on this project. Any re-use or distribution to third parties will be at the CLIENT's sole risk and without liability to the CPH or its employees, subsidiaries, independent professional associates, subconsultants and subcontractors. The CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CPH from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages what-so-ever arising out of or resulting from such re-use or distribution.
4. Subject to payment in full for services rendered, CPH grants to the CLIENT a nonexclusive license to reproduce CPH's Instruments of Service solely for purposes of constructing, using and maintaining the Project provided that the CLIENT shall comply with all obligations of this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the CLIENT shall refrain from making further reproductions of Instruments of Service and shall immediately return to CPH all originals, reproductions or digital copies in the CLIENT's possession or control.
5. The CLIENT accepts and acknowledges that any other party associated with this project that receives any associated documentation for the purpose of providing further documentation for the project assumes any and all liability for the accuracy of the provided documentation and releases CPH and its representatives of liability in that regard. All parties to this Agreement, their subsidiaries, parent companies, and affiliated parties further agree that CPH is not responsible for built conditions being reflected accurately in the documentation and that as participants in this project the other party(s) are responsible for the accuracy of their work.

TERMINATION AND SUSPENSION OF SERVICES

1. The obligation to provide further services under this Agreement, may be terminated by either party upon fifteen (15) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. If the Agreement is terminated during prosecution of the services and prior to the completion of services, CLIENT shall pay CPH for all services performed under this Agreement to the date of termination. In addition, CPH will be paid for all reasonable expenses resulting from such termination.
2. Notwithstanding any provision in this Agreement to the contrary, CPH retains the right, upon five (5) days written notice, to stop work or withhold its instruments of service where payment has not been received from CLIENT to CPH within forty-five (45) days of invoice issuance.
3. If the CLIENT fails to make payments to CPH in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at CPH's option, cause for suspension of services under this Agreement. If CPH elects to suspend services, CPH shall give five (5) days written notice to the CLIENT before suspending services.
4. In the event of termination not the fault of CPH or suspension by CPH or CLIENT, CPH shall be compensated for services performed, reimbursables incurred, and financial obligations made prior to termination and/or suspension. CPH may terminate this Agreement upon giving ten (10) days written notice if the project is suspended for more than ninety (90) days if the cause of the suspension is not attributable to CPH.

5. Should CLIENT exercise their right to terminate, CLIENT acknowledges that CPH will not have the opportunity to supervise or oversee its design to completion. Therefore, CLIENT agrees to indemnify, protect, defend, and to hold CPH harmless from any fault, error or omission or cause of action caused by CLIENT's use of CPH's documents post-termination. Any warranties or representations provided by CPH prior to termination shall not survive termination. The CLIENT agrees to indemnify and hold harmless CPH from any claim or liability resulting from suspension of work.

PURSUANT TO FLORIDA STATUTE 558.0035, DESIGN PROFESSIONALS; CONTRACTUAL LIMITATION ON LIABILITY - AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE

ADDITIONAL TERMS AND CONDITIONS FOR SPECIFIC SERVICES

Site/Building Studies

1. CLIENT acknowledges that if it retains CPH to study the site/building prior to design and construction, CPH's Site/Building Studies pursuant to this Agreement are general in nature and are performed before design is started or completed. CLIENT acknowledges the recommendation of CPH that CLIENT should not close on the subject property unless and until all applicable agency approvals are obtained and the permitting process is completed. If CLIENT elects to close on the subject property prior to that time, CLIENT accepts all risks and liability arising from closing prior to obtaining all applicable agency approvals and completion of the permitting process and releases CPH and CPH's officers, directors, and employees from all claims thereof.
2. In order to allocate the relative risks and benefits of the project between the parties, CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees from any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this agreement, or indemnity relating to CPH's Site/Building Studies under this Agreement such that the total aggregate liability of CPH and CPH's officers, directors, and employees to CLIENT shall not exceed the fee for the Site/Building Study paid by CLIENT to CPH under this Agreement or \$10,000, whichever is greater.

Underground Utility Location

1. The locations of all existing utilities shown on the drawings prepared by CPH will be based on visual surveys of at-grade or above grade physical structures or markers such as valve boxes, hydrants, utility poles, permanent markers, and temporary utility locate markings provided by the utility. CPH assumes no responsibility for the accuracy of utilities shown by temporary markings provided by the utility or the locations of utilities based on other non-physical features (such as plans prepared by others, including mark-ups of locations provided by the utility). CPH does not identify the below grade vertical and horizontal locations of utilities, and consequently, CPH assumes no responsibility for the location of below grade utilities. The CLIENT agrees to release CPH from any liability to CLIENT for the failure to locate any existing utility where its physical location could not have reasonably been determined from visual field review of the conditions noted.

Value Engineering, Opinions of Cost & Recommendations

1. As the term is used within this Agreement, value engineering is the detailed, systematic but subjective review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain value for every dollar spent. If CLIENT chooses to engage in value engineering, CLIENT shall either retain the services of an independent Value Engineer ("VE") to perform the above review services to be completed at a stage no later than 50% Design Development, or pay a mutually agreeable sum to

CPH to perform the above review services at a stage no later than 50% Design Development. If value engineering occurs at a stage later than 50% Design Development, CLIENT acknowledges that schedule and cost impacts may occur. If CLIENT chooses to retain an independent VE, all recommendations of the VE shall be given to CPH for its review and adequate time will be provided for CPH to respond to these recommendations. CPH time spent to review the recommendations of the VE and to incorporate those accepted by both CLIENT and CPH shall be compensated as an Additional Service to this Agreement. Objections to any recommendations made by the VE shall be stated in writing, and CLIENT agrees that CPH shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.

2. Since CPH has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor methods of determining prices, or over competitive bidding or market conditions, our opinions of probable project and construction cost, if provided, are made on the basis of our experience and represent our best judgement as an experienced and qualified professional familiar with the construction industry. CLIENT agrees CPH cannot be held responsible for any additional costs if proposals, bids, or actual project costs or construction costs vary from opinions of probable cost prepared by CPH.
3. CPH's recommendations as to various issues throughout this Agreement shall not give rise to any CPH liability. CPH's recommendations to CLIENT for approval, change, substitution, or modification to certain subject items are recommendations only and they do not relieve CLIENT from the final responsibility for such approval, change, substitution, or modification. Moreover, CPH shall not be responsible for CLIENT's approval, change, directive, or substitution made without the CPH's recommendation and CLIENT shall indemnify and hold CPH harmless from all liabilities, claims, damages, loss and expense including, without limitation, reasonable attorneys' fees and defense costs incurred as a result of any such approval, change, directive, or substitution by CLIENT. The foregoing indemnity shall survive the termination of this Agreement.

Construction Services

1. CPH's site responsibilities are limited solely to the activities of CPH and CPH's employees on the site. These responsibilities shall not be inferred by any party to mean that CPH has responsibility for site safety for any reason. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor. The Contractor's methods of work performance, oversight of the contractor's employees and subcontractors, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. CLIENT warrants that: 1) these responsibilities will be made clear in CLIENT's agreement with the Contractor; 2) CLIENT's agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend, and hold CLIENT and CPH harmless up to a limit of \$1,000,000 or the limits of available contractor insurance, whichever is greater from any fine, penalty, claim, or liability for injury or loss arising from CLIENT'S or CPH's alleged failure to exercise site safety responsibility; and 3) CLIENT's agreement with the Contractor shall require the Contractor to make CLIENT and CPH additional insureds under the Contractor's general liability insurance policy, which insurance protection shall be primary protection for CLIENT and CPH, and shall hold CLIENT and CPH harmless from claims, losses, and defense cost arising from the negligence of contractor or subcontractor on any tier up to the limits of described herein of (2). CLIENT also shall compensate CPH for any time spent and attorney fees and expenses incurred by CPH in defense of any such claim. Such compensation shall be based upon CPH's prevailing fee schedule and expense reimbursement policy. (The term "any claim" above referenced shall include, but not limited to, any claim for breach of contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.)
2. CLIENT shall provide CPH with a copy of CLIENT's construction contract with Contractor, shall coordinate the responsibilities of CPH with that of the Contractor, and shall provide prompt written notice to CPH of any communication between CLIENT and Contractor that may affect the work or performance of duties by CPH.
3. When construction administration is provided as a part of the basic services as outlined in the Agreement, CPH shall not be required to make exhaustive or continuous on-site inspections or perform any destructive testing or remove existing work, but shall make periodic observations of

readily-observable work as may be outlined in more detail in the basic Agreement. CPH shall not be responsible for the means, methods, techniques, procedures of construction, or schedules selected by the contractor or the safety precautions and programs incident to the work of the contractor. CPH will periodically visit the site at intervals outlined in the Agreement to become generally familiar with the progress of the readily-observable work to keep CLIENT advised of the progress. CPH will observe the work of the contractor to endeavor to determine if the work is in general conformance with the project documents. CPH shall not be responsible for the failure of the contractor to perform the construction work in accordance with the Documents. CPH shall provide CLIENT with written notice of any uncorrected defects or deficiencies coming to its attention in the course of its periodic visits. During such visits and on the basis of its on-site observations, CPH may recommend to CLIENT that the contractor's work be disapproved or rejected as failing to conform to the Documents. CPH shall not have the right or duty to stop the contractor's work.

4. CLIENT may choose to disregard the advice of CPH or may otherwise choose to deviate during construction from the Construction Documents prepared by CPH. Therefore, CLIENT hereby indemnifies and holds harmless CPH, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic damages, arising out of, in connection with, or resulting from the performance (or failure to perform) of any aspect of construction of the Project, where CLIENT has knowingly authorized or permitted a deviation from any document prepared by CPH which, over CPH's objection, has not been corrected or where CLIENT has elected not to follow any recommendation of CPH. In the event that CPH or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and costs incurred by the indemnified party in bringing this action. CLIENT's indemnity obligations under this Section shall survive the termination of this Agreement.
5. Checking of shop drawings is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the Plans and Specifications. It is the contractor's responsibility and not that of the CPH, to confirm and correlate dimensions and proper interfaces at the job site; fabrication processes and techniques of construction; coordination of contractor's work with that of all other trades and the satisfactory performance of contractor's work.
6. Approval of a contractor's application for payment is an expression of opinion by CPH and shall at no time be considered a legal or binding determination on the part of CPH, nor as an acceptance of any work or materials furnished. CPH's approval for payment is an expression of opinion by CPH that to the best of our knowledge, information and belief, the quality of the work included for payment is in general accordance with the Contract Documents (subject to an evaluation of the work as a functioning improvement upon substantial completion and to the results of any subsequent tests or inspection made). By approving an application for payment, CPH will not be deemed to have represented that it has made any examination of how or for what purpose any contractor has used the money paid on any of the contractor's work or that title to any of the contractor's work, materials or equipment has passed to CLIENT, free and clear of any liens, claims, security interests or encumbrances.
7. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

LEED Certification

1. In the event CLIENT decides to pursue LEED® Green Building Rating System certification, or other similar environmental certifications (collectively "Green Certifications"), CLIENT acknowledges that Green Certifications utilize certain design and usability recommendations on a project in order to promote an environmentally friendly and energy efficient facility. In addressing these guidelines, CPH shall perform its services with that degree of skill and care ordinarily exercised by similarly situated members within its profession, involved in the design of similar projects in the same locale as the Project. CLIENT acknowledges and understands, however, that Green Certifications are subject to various and possibly contradictory interpretations. Furthermore, compliance may involve factors beyond the control of CPH, including but not limited to, CLIENT's use and operation of the completed Project. CPH will use reasonable care consistent with the foregoing standard in interpreting and designing in accordance with desired, specific Green Certification but does not

warrant or represent that the Project will actually achieve such certification. CPH shall not be responsible for the Contractor's failure to adhere to the Contract Documents and any applicable laws, codes, and regulations incorporated therein, nor for any changes to the design made by CLIENT without the direct participation and written approval of CPH. Likewise, CPH shall not be responsible for any environmental or energy issues arising out of CLIENT's use and operation of the completed Project.

CLIENT agrees to be bound by the terms contained herein.

By: City of Flagler Beach
Client

Signature

Printed Name/Title

Date: _____

EXHIBIT B

HOURLY BILLING RATES

Effective: November 1, 2024

Category	Rate
Project Manager I	\$200
Project Manager II	\$225
Project Manager III	\$270
Project Manager IV	\$295
Project Manager V	\$310
Manager I	\$185
Manager II	\$210
Engineer I	\$205
Engineer II	\$230
Engineer III	\$240
Engineer IV	\$265
Engineer V	\$285
Architect I	\$185
Architect II	\$210
Architect III	\$235
Architect IV	\$270
Architect V	\$285
Interior Designer	\$160
Designer I	\$160
Designer II	\$175
Designer III	\$195
Designer IV	\$205
Designer V	\$220
Technician I	\$110
Technician II	\$135
Technician III	\$160
CADD I	\$120
CADD II	\$135
CADD III	\$165
Analyst I	\$130
Analyst II	\$145
Analyst III	\$160

Category	Rate
Landscape Architect I	\$165
Landscape Architect II	\$190
Landscape Architect III	\$215
Scientist I	\$140
Scientist II	\$170
Scientist III	\$220
Planner I	\$165
Planner II	\$185
Planner III	\$210
Discipline Manager I	\$300
Discipline Manager II	\$335
Principal Executive	\$360
Administrative I	\$100
Administrative II	\$110
Administrative III	\$125
Administrative IV	\$140
Administrative V	\$170
Project Administrator I	\$130
Project Administrator II	\$175
Coordinator I	\$155
Coordinator II	\$175
Coordinator III	\$190
Intern I	\$80
Intern II	\$95
Graphic Designer I	\$160
Graphic Designer II	\$170
Graphic Designer III	\$185

Category	Rate
Construction Rep I	\$155
Construction Rep II	\$180
Construction Rep III	\$195
Construction Manager I	\$200
Construction Manager II	\$220
Instrument Operator	\$110
Crew Chief	\$135
Surveyor I	\$145
Surveyor II	\$180
Surveyor III	\$220
GPS Crew I	\$185
GPS Crew II	\$260
Survey Crew - 1 Man	\$260
Survey Crew - 2 Man	\$335
Survey Crew - 3 Man	\$360
GIS Analyst I	\$120
GIS Analyst II	\$145
GIS Analyst III	\$160
GIS Manager	\$210



**Billing and Reimbursable Rates are Subject to Periodic Review and Adjustment.*

**Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be a minimum of 10% of the total subconsultant costs.*



July 14th, 2025

Ms. Carlin Gonzalez, P.E.
CPH Consulting, LLC.
500 West Fulton Street
Sanford, Florida 32771

Re: Flagler Beach WWTF BNR Improvements
Flagler Beach, Florida

Dear Ms. Gonzalez,

We are pleased to submit our proposal for Engineer of Record Services for the referenced project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project to CPH Consulting, LLC. (CPH). This contract, when executed, provides BEC authority over all aspects of the project related to the construction of the work identified in the contract documents prepared by BEC. Any City of Flagler Beach (CITY) directed changes to work shown on the current contract documents prepared by BEC will require a change order prior to design work being performed. BEC will not be responsible for changes made by the CITY to BEC's work until BEC reviews and approves said changes.

Task 1 –Bidding services - Not Required

Task 2 - Construction Administration Services

Bailey Engineering Consultants, Inc. (BEC) will provide professional services during the construction as required to certify as the Engineer of Record (EOR) that the project has been built in accordance with the Contract Documents. BEC shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means and methods, techniques, sequences, or procedures of construction. BEC shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Consultant reviews shall not relieve the Contractor of any of his contractual responsibilities. Specific services to be performed are as follows:

1. **Shop Drawing Review** - Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
2. **Issue Clarifications** – Issue instructions to Contractor(s) as necessary to provide interpretations and clarifications of the Contract Documents, require special inspection or testing of the work, act as

interpreter of the electrical and instrumentation requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. BEC will render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.

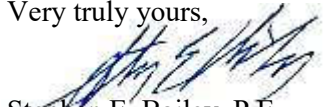
3. **Start Up** - BEC will attend startup with hours limited to that shown in the attached spreadsheet.
4. **Site Visits** – Make the minimum site visits necessary to allow BEC to provide EOR certification of the Electrical and Instrumentation portions of the work. BEC will observe the progress and quality of the executed work of Contractor(s) and determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made during these inspections. BEC will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

SUPPLEMENTAL SERVICES - Any work requested by the City that is not included in the work outlined above will be classified as supplemental services. Our scope of work shall be as outlined above with hours estimated by the attached spreadsheet.

Our fee for this work shall be as follows:

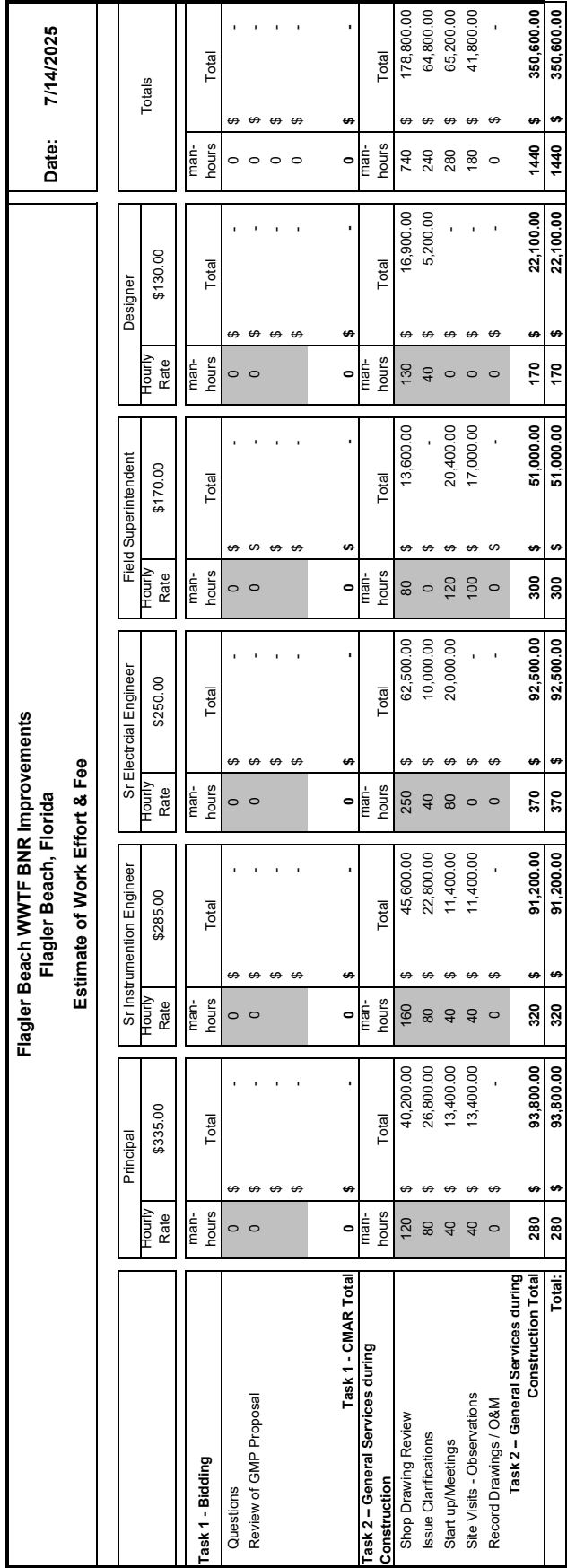
Task 1 – Bidding Services (Not Included)	\$ 00.00
<u>Task 2 – Construction Services</u>	<u>\$ 350,600.00</u>
Total -	\$ 350,600.00

Very truly yours,


Stephen E. Bailey, P.E.

ACCEPTED _____ DATE _____

CPH-25-008GRev1





Staff Report

City Commission Regular Meeting

August 28, 2025



To: City Commission
From: William Freeman, City Engineer/Public Works Administrator
Meeting Date: August 28, 2025
Item Name: Resolution 2025-64. A Resolution by the City Commission of the City of Flagler Beach to authorize the purchase of three new 45KW Generators from Generac Power Systems Inc., utilizing an existing Generac Power Systems contract with Sourcewell, for an amount not to exceed \$105,185.86; providing for conflict and an effective date.

Background:

Flagler Beach operates and maintains 28 lift stations throughout the City. During power-loss situations, these stations are powered by portable generators. Three of these portable generators have mechanical issues and need replacement.

Fiscal Impact:

Funding for the Project will be drawn from the City's Utility Maintenance Fund. The fee for the proposed generators is \$105,185.86.

Staff Recommendation:

Staff recommends approval of Resolution 2025-64, awarding the purchase of three new 45KW Generators from Generac Power Systems Inc., in the amount not to exceed \$105,185.86.

Attachments:

1. 2025-64
2. City of Flagler Beach FL Generac generator quote 7.30.2025
3. Generac generator quote
4. Generac Contract 020923
5. Sourcewell Authorization Letter

RESOLUTION 2025-64

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, FOR THE PURCHASE OF THREE NEW 45KW GENERATORS FROM GENERAC POWER SYSTEMS INC., UTILIZING AN EXISTING GENERAC POWER SYSTEMS CONTRACT WITH SOURCEWELL IN AN AMOUNT NOT TO EXCEED \$105,185.86; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, Flagler Beach operates and maintains 28 lift stations throughout the City; and

WHEREAS, during power loss situations these stations are powered by portable generators; and

WHEREAS, the City owns and operates three current portable generators that have mechanical issues and need replacement; and,

WHEREAS, the City staff recommends utilizing a contract between Sourcewell and Generac Power Systems Inc., honoring the pricing from the contract to purchase these generators; and,

WHEREAS, City Staff reviewed and vetted the contract and references and recommends that the City Commission award the Portable Generator Purchase to Generac Power Systems Inc.; and,

WHEREAS, funding for the Project will be drawn from the City's Utility Maintenance Fund; and,

WHEREAS, the fee for the proposed generators is \$105,185.86;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The City Commission authorizes the execution of a contract with Generac Power Systems Inc. in an amount not to exceed \$105,185.86 to purchase the three generators.

SECTION 2. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 3. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 4. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 28th day of August, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



12918 N. Nebraska Ave.
Tampa, FL 33612
UEI: TK67EL9NPMD9
Cage Code: 3VCK4
FEIT: 42-1613127
DUNS: 094261935

POC: Bryan Moisao
TO: City of Flagler Beach FL
105 S 2nd St
Flagler Beach, FL 32136

Sales Quote QU0007831
Date: 7/30/2025

Phone: (386) 780 - 4262
E-Mail bmoisao@cityofflaglerbeach.com

Certs: HUBZone SB

Qty.	Manufacturer	Item No.	Description	Unit Price	Total Price
3	Generac	MMG45IF4-STD3	MMG45IF4 ISUZU T4 ENG - STD3 7310 CONFIG	\$33,778.62	\$101,335.86
1	Generac	FREIGHT	Freight from factory to Flagler Beach	\$3,850.00	\$3,850.00

FOB: Destination
Delivery Time: 42 Days ARO

Quantity 3 - MMG45IF4-STD3: Trailer Mounted Diesel Genset, 45KVA, 240V single phase, 480V three phase,
Isuzu Tier IV engine.

Sourcewell Member 126269
Sourcewell Contract 020923-GNR

*** Please see attachments for machine data and warranty information. ***
*** Shipping to Flagler Beach, FL included. ***
*** Current lead time is 4-6 weeks ARO, subject to change. ***
*** Unit arrives on flatbed trailer. ***
*** Forklift/crane needed to offload. ***
*** Offloading is customer responsibility ***

Subtotal:	\$105,185.86
Tax:	\$0.00
Total:	\$105,185.86

Terms and Conditions:
• Quote valid for 30 days
• Terms: Net 30
• Unless otherwise specified, full dock or off-loading capabilities required to avoid additional charges.
• If using a purchase card, a credit card surcharge may apply.
• Certificate of Origin/MSO will not be released until payment in full has been received.

Jay Johnson,
O. (813)631-0000
F. (813)631-0008
jay@federalcontractscorp.com

MMG45IF4 | 2.2 L | 45 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final



Standby Power Rating

44 kW, 55 kVA, 60 Hz

Prime Power Rating

38 kW, 47 kVA, 60 Hz



*Assembled in the USA using domestic and foreign parts



Image used for illustration purposes only

Codes and Standards

Generac Mobile products are designed to the following standards:



CSA



NATM



TIER 4 FINAL EMISSIONS

Power When and Where You Need It

Generac Mobile diesel generators are designed and engineered to power a variety of projects, in the most extreme environments. Gensets are configured to meet customer needs, including choice of containment, cold weather packages, trailer options, and more.

Generac Mobile diesel generators are manufactured to deliver reliable power, when and where you need it.

STANDARD FEATURES

ENGINE SYSTEM

- Isuzu® 4LE2XAGV01
- 4 Cylinder
- Turbocharged & Aftercooled
- 134 in³ (2.2 L) Displacement
- EPA Tier 4 Final Approved
- Power @ 1,800 rpm – hp (kW):
 - Prime: 57 (42.8)
 - Standby: 63.7 (47.5)
- Approved for use with Hydrotreated Vegetable Oil (HVO) fuels compliant with ASTM D975 or EN 15940
- Paper Element Air Filter
- Electronic Isochronous Governing
- Fixed Speed Fan
- One Spin-on Cartridge Oil Filter
- Oil Drain Extension
- Two Fuel Filters
- One 12 V, 720 CCA, Wet Cell Battery

COOLING SYSTEM

- Capable of Operating at 120 °F (49 °C) Ambient
- 50/50 Coolant (50% Ethylene Glycol)
- Coolant Drain Extension

FUEL SYSTEM

- Polyethylene Fuel Tank
- Fuel Tank Capacity – gal (L):
 - Total: 100 (379)
 - Usable: 90 (341)

- Runtime @ 75% Load: 36 hr
- 110% Containment - engine fluid (oil & coolant) and fuel
- Padlockable Fuel Cap

CONTROL SYSTEM

- Deep Sea Electronics® 7310 MKII Controller
- 3-Position Voltage Selection Switch
- 225 A Main Circuit Breaker (MCB), Manual, with Shunt Trip
- Individual Convenience Receptacle Circuit Breakers
- Emergency Stop Switch
- Battery Disconnect Switch, Padlockable
- 2-Wire Remote Start/Stop Contacts

ALTERNATOR SYSTEM

- 60 Hz Engine-Driven Alternator
- SUPERSTART Alternator
 - Brushless
 - 4 Pole
 - 2/3 Pitch
 - Class H Insulation
 - Corrosion Protection
- Marathon Electric® PM500 AVR
- Shunt Excitation System

POWER DISTRIBUTION

- Connection Lugs
- Convenience Receptacles
 - Two 120 V, 20 A, GFCI Duplex (NEMA 5-20R)

- Three 120/240 V, 50 A, 3 Pole, 4 Wire Twistlock (CS6369)

ENCLOSURE

- Aluminum, Sound Attenuated, Insulated and Baffled
- UV and Fade Resistant, High Temperature Cured, White Polyester Powder Paint
- Central Lifting Point
- Fully Lockable Enclosure
- Multi Lingual Operating and Safety Decals
- Document Holder with Owner's Manual - includes AC and DC wiring diagrams
- Control Panel Lights
- Interior Lights

TRAILER

- Hydraulic Surge Brakes
- 2 in. (50.8 mm) Ball Hitch
- Single 6,000 lb. (2,722 kg) Axle
- 15 in. Tires, 6 Ply, Tubeless
- 2,000 lb. (907 kg) Tongue Jack with Footplate
- Safety Chains with Spring Loaded Safety Hooks
- Transportation Tie Downs
- Plug Adapter, Round 7 Blade (SAE J2863)
- DOT Approved Tail, Side, Brake, and Directional Lights

WARRANTY

- 2 year Limited or 2,000 Hours
 - Unlimited Hours Covered in First Year

CONTROL SYSTEM



010643

CONTROLLER AND DISPLAY

- Controller: Deep Sea Electronics Model 7310 MKII
- 4 Line Back Lit LCD Text Display
- -40 to 158 °F (-40 to 70 °C) Operating Temperature Range
- Multiple Language Options
- Configurable Timers and Alarms
- Configurable Start/Stop Timers
- Configurable Maintenance Alarms
- Heated Display

PUSH BUTTONS FOR EASY OPERATION

- Manual or Auto Start
- Engine Start
- Engine Stop/Reset
- User Friendly Setup and Button Layout
- Five Key Menu Navigation
- Hours Counter
- Multiple Parameters are Monitored and Displayed Simultaneously for Full Visibility
- View Controller Parameters (Configuration, Firmware Version, Connections)

LCD ALARM INDICATION

- Generator Diagnostic Display
 - System kVA Output Display
 - Line Output and Frequency Display
- Alarm Types: Warning, Shutdown, Electrical Trip, Engine
- Alarm List – Warnings/Shutdowns; 250 Event History Log – Date/Time Stamped
 - Fuel Level: Warning – 15%; Shutdown – 5%
 - Overspeed Protection: Shutdown – 110%
 - Engine Diagnostic Warnings Communicated Through J1939 CANbus
 - Battery Voltage: Over – 15 VDC; Under – 11 VDC

- Generator Over Voltage: Warning – 110%; Electrical Trip – 115%
- Generator Under Voltage: Warning – 90%; Shutdown – 85%
- Generator Over Frequency: Warning – 105%; Electrical Trip – 110%
- Generator Under Frequency: Warning – 95%; Electrical Trip – 90%

- Auto Schedule
- Status

ELECTRICAL CONTROLS

- Lockable Control Box Door with Diagnostics Window
- Lockable Lug Box with Safety Switch
 - Trips Main Breaker When Door is Opened
 - Disables Voltage Regulator
- Output Ground Connection Lug Inside Lug Box
- Voltage Adjustment ±10%

MMG45IF4 | 2.2 L | 45 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final

GENERAC® | **MOBILE**

CONFIGURABLE OPTIONS*

ENGINE SYSTEM

- Positive Air Shutdown (PAS), Electronic
- One 12 V, 720 CCA AGM Optima Battery
- Alternate Load Device (ALD)
- Oil Evacuation System - requires customer-sourced, specialized equipment to use for oil change

COLD WEATHER

- Engine Block Heater
- Two Fuel Filter Heaters
- Crankcase Ventilation (CCV) System Heater
- 10 A Battery Charger
- 60/40 Coolant (60% Ethylene Glycol)

FUEL SYSTEM

- Steel Fuel Tank, Extended Runtime
- Fuel Tank Capacity—gal (L)
 - Total: 160 (606)
 - Usable: 144 (545)
- Runtime @ 75% Load: 57.5 hr

- Auxiliary Fuel Tank Connection
 - 3-Way Fuel Valve

CONTROL SYSTEM

- 4-Position Voltage Selection Switch
- Telemetry
- Lojack Equipment Recovery System

ALTERNATOR SYSTEM

- VFLEX (600 V) Alternator
- Marathon Electric DVR2400 DVR
- Permanent Magnet Generator (PMG) Excitation System

POWER DISTRIBUTION

- Camlocks—one set, female (US or Canada color code)
- Buck Transformer

ENCLOSURE

- Fire Extinguisher

TRAILER

- Skid Mount (Non-Trailer)
- Electric Brakes
- Tandem Axle
- 2 in (50.8 mm) BULLDOG® Hitch
- 2-5/16 in (58.7 mm) BULLDOG Hitch
- 3 in (76.2 mm) Pintle Ring Hitch
- Rear Stabilizer Jacks
- Toolbox: Black Polymer or Aluminum, 49×15×18.5 in (125×38×47 cm)
- Spare Tire

RATING DEFINITIONS

Standby: Applicable to varying emergency load for the duration of a utility power outage.

Prime: Applicable to supplying power to a varying load in lieu of utility for an unlimited amount of running time.

*Consult factory for availability.



MMG45IF4 | 2.2 L | 45 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final



APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make (Model)	Isuzu (4LE2XAGV01)
EPA Emissions Compliance	Tier 4 Final
After Treatment System	DOC
Cylinders – Qty	4
Type	In-Line
Displacement – in ³ (L)	134 (2.2)
Bore – in (mm)	3.35 (85)
Stroke – in (mm)	3.78 (96)
Compression Ratio	17.6:1
Intake Air Method	Turbocharged & Aftercooled

Engine Governing

Governor	Electronic
Frequency Regulation (Steady State)	±2%

Lubrication System

Oil Pump Type	Gear Driven
Oil Filter Type	Spin-On Cartridge, Full Flow
Crankcase Capacity – qt (L)	12 (11.4)

Cooling System

Cooling System Type	Radiator and CAC
Water Pump Type	Belt Driven
Fan Type	Pusher
Fan Speed – rpm	2,016
Fan Diameter – in (cm)	19.0 (48.3)
Cooling System Capacity – qt (L)	18 (17)

Fuel System

Fuel Type	Ultra Low Sulfur Diesel
Fuel Specifications	EN 590 / ASTM D975
Fuel Filtering – μ	5
Fuel Inject Pump – Make (Model)	Denso (HP3)
Fuel Pump Type	Engine Gear Driven
Injector Type	Electronic
Engine Type	Direct Injection High Pressure Common Rail
Fuel Supply Line Diameter– in (mm)	0.375 (9.5)
Fuel Return Line Diameter– in (mm)	0.375 (9.5)

Engine Electrical System

System Voltage – VDC	12
Battery Charger Alternator – VDC (A)	12 (50)
Battery Size – CCA	720
Battery Quantity	1
Ground Polarity	Negative (-)

SUPERSTART ALTERNATOR SPECIFICATIONS

Make (Model)	Marathon Electric (285PSL1700)
Poles – Qty	4
Field Type	Rotating
Insulation Class - Rotor	Class H
Insulation Class - Stator	Class H
Total Harmonic Distortion	<5%
Telephone Interference Factor	<50

Standard Excitation	Shunt
Bearings	Single Bearing
Coupling	Direct Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	AVR
Number of Sensed Phases	Single
Regulation Accuracy (Steady State)	±0.5%

VFLEX ALTERNATOR SPECIFICATIONS

Make (Model)	Marathon Electric (284PSL28109)
Poles – Qty	4
Field Type	Rotating
Insulation Class – Rotor	Class H
Insulation Class – Stator	Class H
Total Harmonic Distortion	<5%
Telephone Interference Factor	<50

Standard Excitation	Shunt
Bearings	Single Bearing
Coupling	Direct Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	AVR
Quantity of Sensed Phases	Single
Regulation Accuracy (Steady State)	±0.5%

MMG45IF4 | 2.2 L | 45 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final



OPERATING DATA

POWER RATINGS

	SUPERSTART Alternator		VFLEX Alternator	
	Standby: kW/kVA (A)	Prime: kW/kVA (A)	Standby: kW/kVA (A)	Prime: kW/kVA (A)
1-Phase, 120/240 VAC @ 1.0pf—zig zag*	33/33 (138)	33/33 (138)	17/17 (71)	17/17 (71)
3-Phase, 208/120 VAC @ 0.8pf—low wye	44/55 (153)	38/47 (130)	38/48 (131)	32/40 (111)
3-Phase, 240/120 VAC @ 0.8pf—delta**	44/55 (132)	38/47 (114)	38/48 (114)	32/40 (96)
3-Phase, 480/277 VAC @ 0.8pf—high wye	44/55 (66)	38/47 (57)	48/59 (72)	37/46 (56)
3-Phase, 600/346 VAC @ 0.8pf—high wye	N/A	N/A	46/60 (52)	40/50 (48)

*Alternator limited.

**Power ratings achieved through use of optional 4-position voltage selection switch.

FUEL CONSUMPTION RATES

Prime Load	Fuel: gph (L/hr)
50%	1.7 (6.4)
75%	2.5 (9.4)
100%	3.3 (12.5)
110% (Standby)	3.8 (14.4)

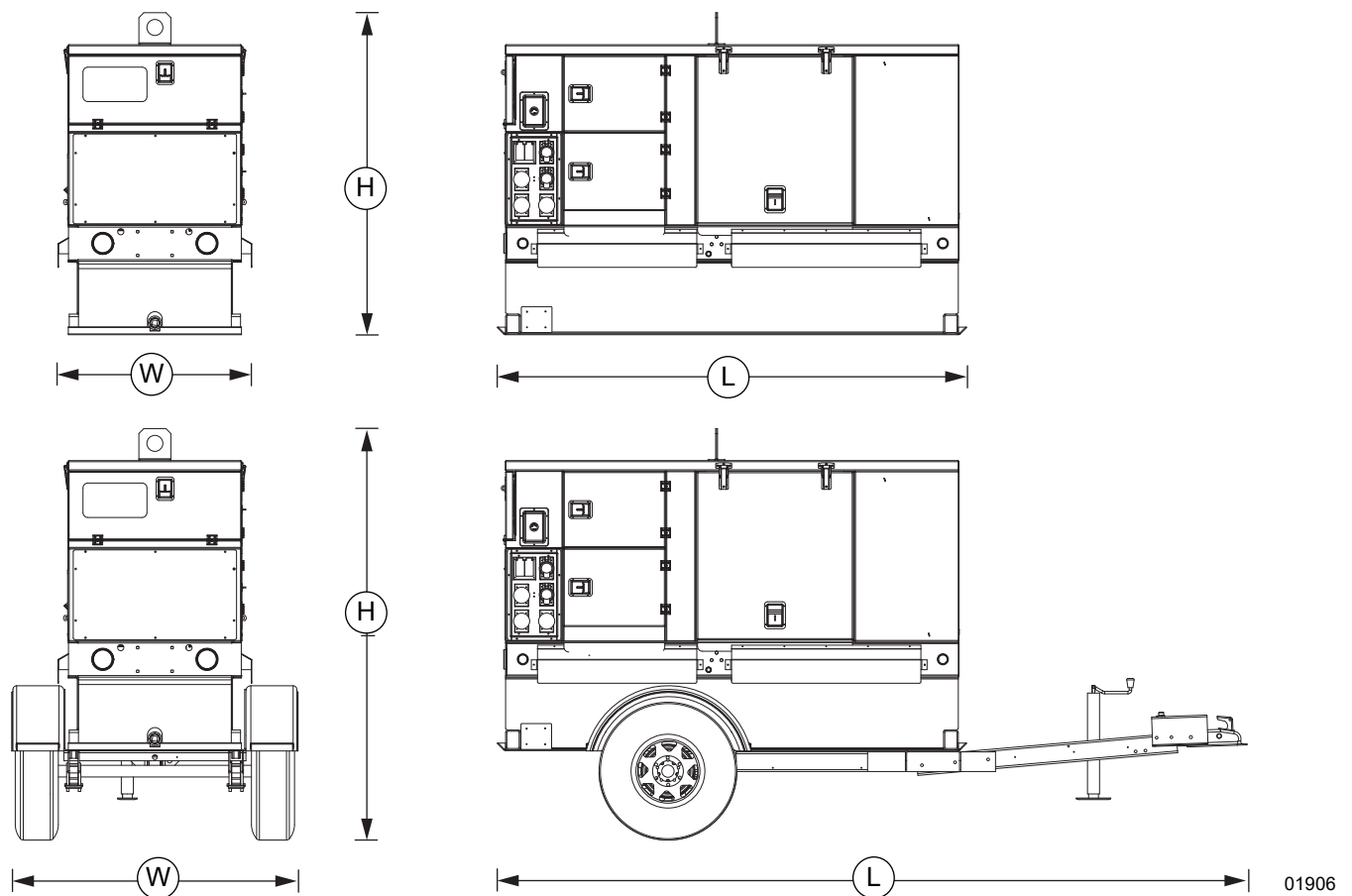
Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions. Please consult a Generac Mobile Products Authorized Service Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, ISO8665, SAE J1228, SAE J1995, and DIN6271 standards.

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final

GENERAC® | **MOBILE**

DIMENSIONS AND WEIGHTS*



	Runtime: hr*	Usable Fuel Capacity: gal (L)	Dimensions – L×W×H: in (m)	Weight: lb (kg)	
Skid	36	90 (341)	95 (2.41)×39 (0.99)×65 (1.65)	Dry: Operating:	2,843 (1,290) 3,580 (1,624)
Trailer	36	90 (341)	152 (3.81)×58 (1.45)×83 (2.11)	Dry: Operating:	3,363 (1,525) 4,100 (1,860)

*Runtime based on 75% prime rated power.

SOUND RATING

- 66 dB(A) @ 23 ft (7 m) @ Prime Power

* All measurements are approximate and for estimation purposes only.

YOUR FACTORY RECOGNIZED GENERAC MOBILE DEALER

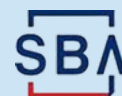
Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Mobile Authorized Service Dealer for detailed installation drawings.

Generac #020923-GNR

Pricing for contract #020923-GNR is provided at 28% - 50% off list price depending on product line to Sourcewell participating agencies. Quantity discounts can be offered on a case by case basis.



KEEPING GOVERNMENT PURCHASING
SIMPLE



U.S. Small Business
Administration

Cage Code: 3VCK4 UEI: TK67EL9NPM09



An Oshkosh Corporation Company



A Hitachi Group Company



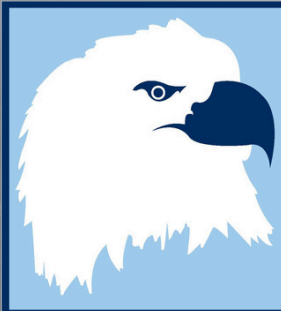
NAICS AND FSC CODES WE SUPPORT WITH SALES, LEASE, & RENTALS

333111	333112	333120	444120
333131	333132	333415	485999
336212	336312	423440	532120
423810	423820	423830	532310
333613	333911	333912	532412
333924	333991	225312	532490

These codes reflect our most popularly requested items, but do not represent our entire market. Please check our SAM Record for a complete list.

FEDERAL SUPPLY CLASSIFICATIONS

2330	2340	2410	2420
2430	2815	3720	3805
3810	3815	3825	3830
3895	3920	3930	3950
4310	4320	4330	4540



**FEDERAL
CONTRACTS
COMPANY**

KEEPING GOVERNMENT PURCHASING
SIMPLE

DUNS: 094261935
CAGE Code: 3VCK4
UEI: TK67EL9NPM09



Our Past Performances Speak For Themselves:

Army - Schofield Barracks
Contract: W912CN22F0701
Award Date: 9/11/2022
Completion Date: 9/26/2023
Contract Type: FFP
Item Provided: (4) Caterpillar 450 Backhoe Loader
Reference: Melena Faxon, 808-787-8823

NPS - George Washington Memorial Parkway
Contract: 140D0422F0863
Award Date: 9/15/2022
Completion Date: 5/11/2023
Contract Dollar Value: \$575,030.00
Contract Type: FFP
Item Provided: (1) Gradall Excavator
Reference: Stephen Dennis, 571-370-5702

FBI - Multiple Locations
Contract: 15F06720A0001830
Contract Dollar Value: \$1,000,000.00
Item Provided: Polaris UTVs
Contract Type: BPA
Reference: Lisa Henry, 540-368-8214

FWS - Mississippi Sandhill Crane NWR
Contract: 140FS323F0080
Award Date: 5/1/2023
Completion Date: 12/22/2023
Contract Dollar Value: \$605,289.81
Item Provided: (1) Fecon FTX300 Mulching Tractor
Contract Type: FFP
Reference: Stephanie Long, 404-679-4059

Marines - Albany
Contract: SPE8EC-23-F-0762
Award Date: 9/5/2023
Completion Date: 12/11/2023
Contract Dollar Value: \$455,780.00
Item Provided: (20) GEM Utility Vehicle
Contract Type: FFP
Reference: Zachary Haller, 229-639-5638

Army Corps of Engineers—Jacksonville District
Contract: W912EP19A0009
Item Provided: Heavy Equipment Rental BPA
Contract Type: Five Year BPA
Reference: Shawn Huebner, 386-328-2737

- CONTRACTS -



DLA Contracts

-Agricultural Equip.-
SPE8EC-20-D-0060
SPE8EC-2D-D-0070

-Material Handling-
SPE8EC-23-D-0013
-Portable Power-
SPE8EC-24-D-0036

BPA CONTRACTS

USDA: #AG-04KK-B-14-0004
NCA: 36C78620A0011
CBP: 70B01C22F00000814



GSA Contract
#GS-03F-113DA

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The New York State Contract Reporter

*NYS' official source of contracting opportunities
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This document printed
Tuesday, 12/20/2022

Contracting Opportunity

Title: Portable Construction Equipment with Related Accessories and Attachments

Agency: Sourcewell

Division: Procurement Department

Contract Number: 020923

Contract Term: 4 years with potential 1 year extension

Date of Issue: 12/20/2022

Due Date/Time: 02/09/2023 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Vehicles & Equipment - *Commodities*

Opportunity Type: General

Entered By: Jeremy Schwartz

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Portable Construction Equipment with Related Accessories and Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 9, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years:

Atlas Copco Power Technique North America, LLC

Clark Equipment Company DBA Doosan Portable Power

Generac Mobile Products, LLC

Multiquip, Inc.

Terex USA, LLC

Wacker Neuson

Contact Information

Primary contact: Sourcewell
Procurement Department
Jeremy Schwartz
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-894-5488
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Jeremy Schwartz
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-894-5488
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered

© 2022, Empire State Development <http://www.esd.ny.gov/>

Affidavit of Publication

To: Sourcewell - Carol Jackson
Po Box 219
Staples, MN, 564790219

Re: Legal Notice 2458618, PORTABLE CONSTRUCTION EQUIPMENT

State of OR }
 } SS:
County of Multnomah }

I, Nick Bjork , being first duly sworn, depose and say that I am the Publisher of the Daily Journal of Commerce , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as: SOURCEWELL a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 1 time(s) in the following issues: **12/21/2022.**

SEE EXHIBIT A

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 6th day of January 2023

By:

N.B.g-l

Nick Bjork

By:

Michelle A. Papp

State of Oregon
Notary Public, State of OR
No. 1031542

My commission expires on December 5, 2026



EXHIBIT A

**SOURCEWELL
PORTABLE CONSTRUCTION
EQUIPMENT WITH RELATED
ACCESSORIES AND ATTACHMENTS
Proposals due 4:30 pm,
February 9, 2023
REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Portable Construction Equipment with Related Accessories and Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://proportal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 9, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Dec. 21, 2022. 2458618

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Sourcewell
Sourcewell
PO BOX 219
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

12/20/2022, 12/27/2022

and that the fees charged are legal.
Sworn to and subscribed before on 12/27/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$40.25

Order No: 8204879

Customer No: 727698

PO #:

of Copies:
1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Portable Construction Equipment with Related Accessories and Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 9, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
12/20/22 12/27/22 8204879

NANCY HEYRMAN
Notary Public
State of Wisconsin



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
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el Nuevo Herald - Miami
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Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	360299	Print Legal Ad-IPL01023350 - IPL0102335		\$132.13	1	18 L

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Portable Construction Equipment with Related Accessories and Attachments** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 9, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0102335
Dec 20 2022

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:

12/20/22

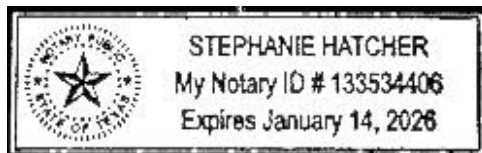
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 20th day of December in the year of 2022

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

MOVIES

Weaver studies up at school to play a teen

Patrick Ryan
USA TODAY

Before Sigourney Weaver could return to Pandora, she had to go back to school.

In “Avatar: The Way of Water” (now in theaters), a sequel to James Cameron’s 2009 sci-fi adventure, the three-time Oscar nominee plays Kiri, a 14-year-old Na’vi alien. Kiri is the daughter of Dr. Grace Augustine, Weaver’s scientist character, who was killed in the first movie. After Grace’s death, Kiri was adopted as a baby by Jake Sully (Sam Worthington) and Neytiri (Zoe Saldana).

To prepare to play a teenager, Weaver sat in on classes at New York’s famed LaGuardia High School for the Performing Arts, where she observed a wide range of adolescent behaviors.

“I was just sitting on the side (of the classroom) listening to the pitch of the voices: everything from a childlike voice to an adult voice,” Weaver explains. She never participated in class exercises, though: To the young acting students, “I was just another actor. They had their own stuff to do.”

When “Avatar 2” picks up, Kiri is searching for answers about her father’s identity while trying to unravel why she’s different from other Na’vi kids her age. Over the course of the film, she learns to harness powers that are tied to the natural world and Eywa, the life force of the planet Pandora.

Cameron approached Weaver, 73, about the new character back in 2010. “I wanted to get the band back together,” says Cameron, who first directed Weaver in 1986’s “Aliens.”

Together, they “discussed the idea of creating this girl who was more at home in the forest than she was with people, and had a connection to plants and animals that she didn’t quite understand,” Weaver says. “Even before (Cameron) wrote it, he said to me: ‘Nobody else knows this about you, but I know that you are 14 at heart, anyway. You’re so mature, and yet you’re always clowning



Sigourney Weaver and director James Cameron discuss a scene on the set of “Avatar: The Way of Water.” PROVIDED BY MARK FELLMAN



Kiri (Weaver) is a 14-year-old Na’vi girl in touch with nature in discovering her powers. PROVIDED BY 20TH CENTURY STUDIOS

around, so I have no doubt that you can do this.”

Along with the rest of the “Avatar 2” cast, Weaver trained in breath-holding to shoot the film’s aquatic motion-capture sequences. She also joined her younger co-stars in learning underwater sign language and parkour for scenes of Na’vi teens running along tree boughs



Cameron directed Weaver in 1979’s “Alien.” PROVIDED BY ROBERT PENN/TWENTIETH CENTURY FOX

or racing to the tops of floating mountains.

“I was determined to be able to do everything they did. I didn’t want anyone to say, ‘She’s kind of an old lady,’ ” Weaver says. “We all had to be really fit, and parkour is a very good way of getting there.”

Other cast members participated in knife-fighting and archery lessons, but “Kiri is not a fighter,” Weaver adds. “She’s a very gentle person. She can be filled with rage, and she’s very sensitive to injustice and cruelty, but she doesn’t use weapons. She has other powers.”

For Weaver, the chance to be a kid again – even just on screen – was liberating. But rather than giving a middle finger to Hollywood ageism, she considers the role a “celebration” of what motion-capture technology has made possible.

Like animated films, “it frees the actor from certain longtime conventions that you have to play your own age group,” Weaver says. “It just allows you to play anything and flow into any kind of form.”

Over the course of her five-decade career, Weaver has created iconic movie characters such as Ellen Ripley in the “Alien” franchise and Dana Barrett in the “Ghostbusters” films. Her secret to longevity? Not letting herself get pigeon-holed.

“I realized early on that people really didn’t know what to do with me, partially because of my height,” says Weaver, who is about 6 feet tall. “After Ripley, I was sent (scripts for) 100 strong women and after ‘The Ice Storm,’ I was sent 100 neurotic women. I could tell right away that it was up to me to not repeat myself: I wanted to do a comedy and then a drama; play the queen and then the maid. So I just did it for myself. I wanted to direct my own career, which I was able to do.

“A lot of us older actors, the range of what we do is so extraordinary. So I hope that Hollywood has gotten that message – whoever Hollywood is now.”
Contributing: Marco della Cava

HEALTH AND WELLNESS

Share your pregnancy news with chosen family

Morgan Absher
USA TODAY

Question: “I’ll try to make this short. Basically, I have a crazy mother-in-law. My boyfriend and I have been dating for three years. For two of those years, I haven’t spoken or seen my partner’s mom. This past year, my boyfriend hasn’t either. We recently found out we are expecting! We are so excited and can’t wait to be parents.

The reasons for our falling out with his mom had a lot to do with boundaries and her control issues. My boyfriend was already nervous about telling his mom because she never has a good reaction when people share news like this. I do want to mention, we are financially stable, we own a home and we are 100% ready for children. My mother-in-law would have no reason to be upset, other than the fact that she is just a negative human being.

It was her birthday recently, and my boyfriend texted her, and her response was: “Thanks for the birthday wish, but don’t bother. It’s clear you do not want a relationship with me and I don’t want one with you.” My boyfriend was really hurt by it. We truly feel we did nothing wrong. We just set boundaries and she did not like it.



Sharing your pregnancy news only with those who are happy for you is what’s going to be the healthiest for you and your baby. PEOPLEIMAGES VIA GETTY IMAGES

Fast-forward to now. I am 12 weeks pregnant, we have told our friends and most of our family, but we are still thinking about how or whether we should tell his mother. He doesn’t want her negative response or a lecture. My question is: Should we tell her or should we just let her find out through the grapevine? Thanks in advance for your advice, I know you will help us make the best decision.”

Answer: “First of all, congratulations! I’m happy to hear you and your partner are so excited and have such a great

support system outside of your partner’s mom. That being said, I don’t think it’s necessary to go out of your way to tell your mother-in-law. Information diets and sharing this news only with those who are happy and excited for you is what’s going to be the healthiest for you and your baby. The text message she sent your partner after he wished her a happy birthday demonstrates perfectly why she doesn’t deserve to know. She met his gesture with immaturity, pettiness and emotional manipulation. She’s demonstrating exactly why you

two were justified in limiting the relationship in the first place.

Exciting, momentous occasions like children, weddings and holidays can have a way of making strained relationships with family feel that much more sharp. But based on your writing, it seems like you two have tried to make this relationship work. In my eyes, if someone is unwilling to respect boundaries, it shows they don’t respect you and that’s a minimum requirement for a relationship.

I will just say, she is definitely going to find out, so prepare for some blowback there. I think one way you could “win” this winless situation is by mailing her an announcement card. That way she can’t play the victim that you didn’t tell her, and you don’t have to have an actual verbal exchange and hear any negative feedback. Try not to let this stressful situation detract from how exciting this time is for you and your partner. I truly believe family is what we make it, and blood relation doesn’t need to be a requirement for “family.”

Morgan Absher is an occupational therapist in Los Angeles who hosts the podcast “Two Hot Takes,” in which she and her co-hosts dish out advice. She writes a weekly column, sharing her advice with USA TODAY’s readers.

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NOTICES PUBLIC NOTICE Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Portable Construction Equipment with Related Accessories and Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://portal.sourcewell-mn.gov. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 9, 2023, at 4:30pm Central Time, and late proposals will not be considered. Additional online listings are available on classifieds.usatoday.com	PUBLIC NOTICE Notice of Intention Private Citizen of The United States of America Comes now, Maurice-Andre: Holness hereby declare my intentions to be a National of United States of America non-U.S. citizen. Pre-March 9, 1933, Private Citizen of the United States Private American National/Non-U.S. citizen GET NOTICED! Advertise in USA TODAY's Marketplace Today Call: 1-800-397-0070	BUSINESS BUSINESS OPPORTUNITIES REALITY BENDER! This works waaaay too fast! Picked up \$24k (pot'l) my first month. No selling. I just point to a website and that's it! www.ExtremelyFastCash.com 24-Hr. Rec. 1-800-249-9549 ext. 1 Referral ID HP103351 Affiliate Opp. Visit us online at: usatoday.com	BUSINESS OPPORTUNITIES Your Prosperity and Good Health Matters! Great News! Visit us at www.prosperityandgoodhealth.com or call our 24/7 Toll Free Hotline 1-888-701-0320 Affiliate Opp. Get Your NAME in USA TODAY 800-397-0070	MARKETPLACE BOOKS/PUBLICATIONS A Garden Observed: Cultivating A Life by <i>Melanie Boyer</i> Enchanting 220 page coffee-table devotional filled with garden photography Available on Amazon SECONDARY BREAK An NBA Dad's Story written by: <i>Marvin Williams Sr.</i> This book is about a young man and his love for basketball. It will show you how ANYTHING IS POSSIBLE when you continue to follow your passion. Available for purchase at BarnesAndNoble.com and Amazon.com
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Opportunity Notice
**Portable Construction Equipment with
Related Accessories and Attachments**

Category: Goods

This opportunity is now
closed.

Opportunity Information

Organization: Canoe Procurement Group of Canada

Organization Address:

Reference Number: AB-2022-07105

Solicitation Number: AB-2022-07105

Solicitation Type: Request for Proposal

Posting (MM/dd/yyyy): 12/20/2022
03:00:00 PM Alberta Time

Closing (MM/dd/yyyy): 02/09/2023
03:00:00 PM Alberta Time

Last Update (MM/dd/yyyy): 12/20/2022
02:55:06 PM Alberta Time

Agreement Type: NWPTA/TILMA & CFTA & CETA & TCA

Region of Opportunity: Open

Region of Delivery: Alberta

Opportunity Type: Open & Competitive

Commodity Codes:
N3431A: Welders, Arc, Electric
N4310CHA: Compressors, Rotary, Screw Type, Less Than 150 CFM (Except Refrigeration) Except Marine
N6115: Generators and Generator Sets, Electrical
N4320: Power and Hand Pumps
N4310DAB: Pumps, Vacuum, 10 to 100 CFM, Except Marine
N5130C: Electric Portable Tools, All Types
N4310A: Compressors, Portable
N3431B: Welders, Gas and Diesel Engine Drive
N4310AA: Compressors, Portable or Mobile, Except Marine
N3895F: Compactor, Soil
N4130D: Compressors, Reciprocating, Power Driven, Air Conditioning Equipment (Industrial) Except Marine, Armoured Fighting Vehicles and Aircraft
N4310: Compressors and Vacuum Pumps
N4410G: Generator, Steam, Portable
N6115F: Generators, Electrical

[View Bid Package](#)

[View Interested Vendors \(Bidders\)](#)

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Bid RFP #020923 - Portable Construction Equipment with Related Accessories and Attachments

[Switch to Vendor View]

Bid Type

RFP

Bid Number

020923

Title

Portable Construction Equipment with Related Accessories and Attachments

Start Date

Dec 20, 2022 8:55:41 AM CST

End Date

Feb 9, 2023 4:30:00 PM CST

Agency

Sourcewell

Bid Contact

Chris Robinson

(218) 895-4168

rfp@sourcewell-mn.gov

202 12th Street NE

P.O. Box 219

Staples, MN 56479-0219

Access Reports

View reports on who has been notified of the bid or accessed it.
[Notification report] [Access report]

Questions

0 Questions
0 Unanswered
[View/Ask Questions]

Edit Bid

[Create Addendum]

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Portable Construction Equipment with Related Accessories and Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 9, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date

Jan 12, 2023 10:00:00 AM CST

Location

Online Conference

Notes

Login information will be emailed two business days prior to the event.

Documents

No Documents for this bid

View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

Bid Details	
Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 020923
Bid Name:	Portable Construction Equipment with Related Accessories and Attachments
Bid Status:	Closed
Bid Closing Date:	Thu Feb 9, 2023 4:30:00 PM (CST)
Question Deadline:	Mon Jan 30, 2023 4:30:00 PM (CST)
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Portable Construction Equipment with Related Accessories and Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 9, 2023, at 4:30 p.m. Central Time , and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	Show Categories [+]
 Register for this Bid  Download Bid Documents	

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Thursday January 12, 2023 10:00 AM (CST)	No	

Documents			
File Name		Pages	
RFP_020923_Portable_Construction Friday December 16, 2022 11:19 AM		13	 Download
RFP_020923_Portable_Construction_Contract_Template Friday December 16, 2022 11:31 AM		18	 Download
RFP_020923_Portable_Construction_Equipment Wednesday January 11, 2023 08:26 AM		1	 Download

[OPEN](#)

Portable Construction Equipment with Related Accessories and Attachments

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Portable Construction Equipment with Related Accessories and Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 9, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
January 12, 2023 at 10:00 am CST

Proposals Due:
February 9, 2023 at 4:30 pm CST

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#) 

Publish

Bid Announcements

Doc. Taker's List

Bidding

Type 1 Bid Notice Only

Publish /Verify Contents

Save as Template

Solicitation Setting

✓ Invite Bidders	No
✓ Evaluate Response online	No
✓ Internal Approval	No
✓ Enable Collaboration with other Users	No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	020923
Solicitation Name	Portable Construction Equipment with Related Accessories and Attachments	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name 020923 Portable Construction Equipment

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$40,000,000.00
Publish Date	12/20/2022	Closing Date & Time	02/09/2023 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Construction

Construction Materials/ Equipment Concrete Saw, Heavy Duty Drill, Concrete Mixers, Catch-Basins, Aggregates, Granular Materials, Welding Machine, Poles, Sheet Metal, Scaffolding, Traffic Glass Beads etc.



Solicitation Overview



Portable Construction Equipment with Related Accessories and Attachments

020923

Closing Date: 02/09/2023 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Portable Construction Equipment with Related Accessories and Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 9, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

Estimated Contract Value (CAD)	\$40,000,000.00 (Not shown to suppliers)
Reference Number	0000238134
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	020923
Title	Portable Construction Equipment with Related Accessories and Attachments
Source ID	PP.CO.USA.868485.C88455

Details

Location	All of Canada, All of Canada
Purchase Type	Duration:4 years
Description	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Portable Construction Equipment with Related Accessories and Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 9, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication	2022/12/20 09:51:35 AM EST
Question Acceptance Deadline	2023/01/30 05:30:00 PM EST
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2023/02/09 05:30:00 PM EST

Prebid Conference	2023/01/12 11:00:00 AM EST
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Contact Information

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	2023/01/12 11:00:00 AM EST
Location	Online Conference
Event Note	Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	In attached document
Pricing	In attached document
Bid Documents List	

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Category (1)	
G	Goods Goods
N35	Service And Trade Equipment Service And Trade Equipment
N35	Service and Trade Equipment Service and Trade Equipment
MERX Category (1)	
G	Goods Goods
G18	Industrial Equipment Industrial Equipment
UNSPSC Category (1)	
22000000	Building and Construction Machinery and Accessories
22100000	Heavy construction machinery and equipment
22101900	Building construction machinery and accessories



Proposal Opening Record

Date of opening: February 9, 2023

Sourcewell posted Request for Proposal #020923, for the procurement of Portable Construction Equipment with Related Accessories and Attachments, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Tuesday, December 20, 2022, and the solicitation remained in an open status within the portal until February 9, 2023, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on February 9, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #020923 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

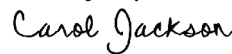
Cart-Away Concrete Systems, Inc. - Submitted 2/07/23 at 2:24:38 PM
 Clark Equipment Company dba Doosan Infracore Portable Power - Submitted 2/09/23 at 2:29:32 PM
 DD DANNAR, LLC - Submitted 2/08/23 at 9:44:07 AM
 ELGi Compressors USA, Inc. - Submitted 2/09/23 at 4:09:49 PM
 Equipter, LLC - Submitted 2/06/23 at 8:04:01 PM
 Federal Contracts Corp. dba Signal Power - Submitted 2/08/23 at 2:57:06 PM
 Generac Power Systems - Submitted 2/09/23 at 9:04:50 AM
 Humdinger Equipment, Ltd. - Submitted 2/09/23 at 8:10:06 AM
 JCB, Inc. - Submitted 2/08/23 at 4:00:36 PM
 Kipper Tool Company - Submitted 2/09/23 at 3:24:03 PM
 Manitou North America, Inc. - Submitted 2/09/23 at 1:57:16 PM
 Multiquip, Inc. - Submitted 2/06/23 at 11:43:56 PM
 Power Technique North America, LLC dba Atlas Copco - Submitted 2/09/23 at 11:16:09 AM
 Progress Solar Solutions - Submitted 2/06/23 at 1:44:42 PM
 Skyjack, Inc. - Submitted 2/01/23 at 2:56:43 PM
 TEREX CORP. - Submitted 2/08/23 at 7:32:10 AM
 Wanco, Inc. - Submitted 2/09/23 at 3:19:04 PM
 XCMG NORTH AMERICA CORPORATION - Submitted 2/09/23 at 1:37:06 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on February 9, 2023, at 4:31:52 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:

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Greg Grunig, MS, Procurement Lead Analyst

DocuSigned by:

 6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



Proposal Evaluation
Portable Construction Equipment with Related Accessories and Attachments RFP #020923

Possible Points		Cart-Away Concrete	Clark Equipment	DD DANNAR LLC	ELGI Compressors	Equipter LLC	Federal Contracts
Conformance to RFP Requirements	50	40	43	42	39	34	42
Pricing	400	315	330	324	270	241	320
Financial Viability and Marketplace Success	75	53	65	51	57	48	60
Ability to Sell and Deliver Service	100	68	90	72	79	66	77
Marketing Plan	50	34	44	40	42	32	41
Value Added Attributes	75	53	65	60	62	45	65
Warranty	50	41	42	41	43	38	41
Depth and Breadth of Offered Equipment, Products, or Services	200	135	162	129	139	123	136
Total Points	1,000	739	841	759	731	627	782
Rank Order		14	3	11	16	18	6

Possible Points		Generac Power Systems	Humdinger Equipment	JCB Inc	Kipper Tool Company	Manitou North America	Multiquip Inc
Conformance to RFP Requirements	50	43	41	40	41	38	41
Pricing	400	345	313	320	270	260	342
Financial Viability and Marketplace Success	75	64	63	59	60	54	60
Ability to Sell and Deliver Service	100	85	74	79	75	78	82
Marketing Plan	50	43	36	41	41	42	42
Value Added Attributes	75	65	54	59	58	58	63
Warranty	50	43	41	41	40	41	42
Depth and Breadth of Offered Equipment, Products, or Services	200	163	116	141	175	139	173
Total Points	1,000	851	738	780	760	710	845
Rank Order		1	15	7.5	10	17	2

Possible Points		Power Technique	Progress Solar	Skyjack Inc	TEREX Corp	Wanco Inc	XCMG North America
Conformance to RFP Requirements	50	37	40	39	40	41	40
Pricing	400	341	331	334	305	300	303
Financial Viability and Marketplace Success	75	55	57	55	59	58	59
Ability to Sell and Deliver Service	100	78	71	79	83	76	74
Marketing Plan	50	35	38	33	37	40	36
Value Added Attributes	75	56	64	56	60	55	54
Warranty	50	41	40	42	41	41	38
Depth and Breadth of Offered Equipment, Products, or Services	200	161	139	148	151	144	144
Total Points	1,000	804	780	786	776	755	748
Rank Order		4	7.5	5	9	12	13

DocuSigned by:

 7DDDCFE08B3D45D...
 Greg Grunig, MS, Procurement Lead Analyst

DocuSigned by:

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 Brandon Town, NIGP-CPP, CPSM, CPSD, Procurement Analyst

DocuSigned by:

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 Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:

 36394C13F1E94C7...
 Beverly Hoemberg, Procurement Analyst



RFP #020923
REQUEST FOR PROPOSALS
for
Portable Construction Equipment with Related Accessories and Attachments

Proposal Due Date: February 9, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Portable Construction Equipment with Related Accessories and Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 9, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	December 20, 2022
Pre-proposal Conference:	January 12, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	January 30, 2023, 4:30 p.m., Central Time
Proposal Due Date:	February 9, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	February 9, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Portable Construction Equipment with Related Accessories and Attachments, including, but not limited to, the following types of portable construction equipment:

- a. Air compressors;
- b. Light Towers;
- c. Generators;
- d. Pressure washers;
- e. Welders;
- f. Aerial equipment (scissor lifts/manlifts);
- g. Pumps (less than 30 HP); and,
- h. Soil compaction equipment.

Proposers may include related equipment, accessories, attachments and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on Portable Construction Equipment with Related Accessories and Attachments. This solicitation should NOT be construed to include services-only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services (RFP #091219);
- b. Ag Tractors with Related Attachments, Accessories, and Supplies (RFP #110719);
- c. Equipment Rental with Related Services (RFP #062320);
- d. Forklifts and Lift Trucks with Related Services (RFP #091520);
- e. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (RFP #031121);
- f. Road Right-of-Way Maintenance Equipment (RFP #070821);
- g. Roadway Maintenance Equipment (RFP #080521);
- h. Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies (RFP #093021);
- i. Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies (RFP #101221);

- j. Public Utility Equipment with Related Accessories and Supplies (RFP #110421);
- k. Roadway Paving Equipment (RFP #060122);
- l. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222);
- m. Trailers with Related Equipment, Accessories, and Services (RFP #092922);
- n. Heavy Construction Equipment with Related Attachments and Technology (RFP #011723); and,
- o. Medium Duty and Compact Construction Equipment with Related Attachments (RFP #020223).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.

4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$10 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the

requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.

6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;

- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



12/28/2022

Addendum No. 1

Solicitation Number: RFP 020923

Solicitation Name: Portable Construction Equipment with Related Accessories and Attachments

Consider the following Question and Answer to be part of the above-titled solicitation documents. Tables 14B and 15 located in Step 1, Specifications of the proposal response have been updated as of December 28, 2022. The remainder of the documents remain unchanged.

Question 1:

Table 14B: Depth and Breadth of Offered Equipment Products and Services: This table asks proposers to indicate the types or classes of equipment, products or services offered. The table itself does not list the specific Category or Type, it only states Scope Type 1, Scope Type 2, etc. Will this table be updated?

Answer 1:

Table 14B has been updated to include the Category or Type of offered equipment, products, or services and the Line Item number for Table 15 has been updated.

End of Addendum

Acknowledgement of this Addendum to RFP 020923 posted to the Sourcewell Procurement Portal on 12/28/2022, is required at the time of proposal submittal.



01/24/2023

Addendum No. 2

Solicitation Number: RFP 020923

Solicitation Name: Portable Construction Equipment with Related Accessories and Attachments

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If a company registers to propose on an RFP, is there a formal process to be removed from the proposal process? The company would like to ensure that when the solicitation closes, they would be removed from the participation list.

Answer 1:

Sourcewell does not require a notice of no bid from suppliers who have decided not to submit a proposal. All registered suppliers will be included in the list of interested parties for this opportunity.

End of Addendum

Acknowledgement of this Addendum to RFP 020923 posted to the Sourcewell Procurement Portal on 01/24/2023, is required at the time of proposal submittal.



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #020923
Entitled

Portable Construction Equipment with Related Accessories and Attachments

The following advertisement was placed December 20, 2022 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, December 21, 2022 in Oregon's *Daily Journal of Commerce*, and on December 20 and December 27, 2022 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Portable Construction Equipment with Related Accessories and Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 9, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

2765268 Canada, Inc.	Manitou North America, Inc.
AUSTIN LOGISTICS, LLC	MAZIO ATTACHMENTS, LLC
BBA Pumps, Inc.	Midwest Wash Systems, LLC
Cart-Away Concrete Systems, Inc.	Multiquip, Inc.
Caterpillar, Inc.	Power Technique North America, LLC dba Atlas Copco
Chery Equipment Group	Progress Solar Solutions
Clark Equipment Company dba Doosan Infracore Portable Power	Propel OPS, LLC
DD DANNAR, LLC	Quantum International Services, Ltd.
ELGi Compressors USA, Inc.	Regina Construction Association
Environmental Equipment Supply	SEGO Industries
Equipter, LLC	Skyjack, Inc.

Federal Contracts Corp. dba Signal Power	Sullair, LLC
Flex Connection Inc., dba Joints	TEREX CORP.
Generac Power Systems	Trime US, Inc.
Humdinger Equipment, Ltd.	Triple E Equipment, Inc.
JCB, Inc.	Wanco, Inc.
Kipper Tool Company	XCMG NORTH AMERICA CORPORATION

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on February 9, 2023 at 4:31:52 pm CT. Proposals were received from the following:

Cart-Away Concrete Systems, Inc.
 Clark Equipment Company dba Doosan Infracore Portable Power
 DD DANNAR, LLC
 ELGi Compressors USA, Inc.
 Equipter, LLC
 Federal Contracts Corp. dba Signal Power
 Generac Power Systems
 Humdinger Equipment, Ltd.
 JCB, Inc.
 Kipper Tool Company
 Manitou North America, Inc.
 Multiquip, Inc.
 Power Technique North America, LLC dba Atlas Copco
 Progress Solar Solutions
 Skyjack, Inc.
 TEREX CORP.
 Wanco, Inc.
 XCMG NORTH AMERICA CORPORATION

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, MS, Procurement Lead Analyst
 Brandon Town, NIGP-CPP, CPSM, CPSD, Procurement Analyst
 Beverly Hoemberg, Procurement Analyst
 Michael Munoz, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Clark Equipment Company dba Doosan Portable Power has a long history of providing a large variety of portable construction equipment. Doosan's sales and service teams are ready to serve Sourcewell participating entities in the United States and Canada. Their large dealer network is comprised of over 350 locations with full service and sales staffs. They are offering Sourcewell participating entities solid pricing rates.

Federal Contracts Corp. offers a line of light towers that double as generators. Their sales staff will work throughout the United States and Canada to serve Sourcewell participating entities. FCC is certified as a Small Business, Historically Underutilized Business (HUB)zone, and service-disabled veteran owned small business. They are offering substantial discounts off MSRP.

Generac Power Systems Inc. provides a mix of power generation, light towers, pressure washers, and water pumps. Generac's distributors, dealers and internal sales staff cover all 50 states and all Canadian provinces. They offer many training options to participating entities. They are offering Sourcewell participating entities solid discounts off MSRP.

JCB, Inc. offers a full range of scissor/boom lifts and generators. Their sales staff of over 200 will work throughout the United States and Canada to sell and serve participating entities. JCB is developing a hydrogen engine for some of their products. JCB is offering significant discounts off list price.

Multiquip Inc. is offering Sourcewell participating entities a wide range of equipment covering this category. Multiquip's 50 sales and 23 service technicians are ready to serve Sourcewell participating entities in the United States and Canada along with their hundreds of dealers and distributors. They are offering Sourcewell participating entities solid pricing rates off published list price.

Power Technique North America LLC offers a line of air compressors, light towers, generators and pumps. Their sales staff will work throughout the United States and Canada to serve Sourcewell participating entities. Their 34 regional sales managers, 32 service technicians and 5 regional service centers are in place to serve Sourcewell participating entities. They are offering substantial discounts off published list price.

Progress Solar Solutions is offering a full line of portable solar light towers along with solar/wind and solar hybrid options. Progress' 8 sales staff and service teams are ready to serve Sourcewell participating entities across the United States and Canada. They partner with many dealers, which can also assist as needed. They are offering Sourcewell participating entities solid discounts off list price along with possible volume discounts available.

Skyjack Inc. offers a selection of vertical mast lifts and electric, gas/propane, and diesel scissor lifts in various heights. Their sales staff will work throughout the United States along with over 400 dealers to serve Sourcewell participating entities. Skyjack offers multiple sustainability options including their ECOTRAY to catch any potential spills. They are offering substantial discounts off published list price.

Terex USA offers a full line of aerial work platforms, material lifts, telehandlers, and accessories. Their expansive dealer network of over 4000 locations will work throughout Canada and the United States to serve Sourcewell participating entities. Their dealers can offer service and repair, parts, warranty service, and operator training. They are offering market-based pricing.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #020923 to:

Clark Equipment Company dba Doosan Portable Power	#020923-CEC
Federal Contracts Corp.	#020923-FCC
Generac Power Systems Inc.	#020923-GNR
JCB, Inc.	#020923-JCB
Multiquip Inc.	#020923-MTQ

Sourcewell

Page 4 of 5

Power Technique North America LLC
Progress Solar Solutions
Skyjack Inc.
Terex USA, LLC

#020923-PWT
#020923-PGS
#020923-SKJ
#020923-TER

The preceding recommendations were approved on April 5, 2023.

DocuSigned by:

Greg Grunig

7DDDBCEFD083D45D...

Greg Grunig, MS, Procurement Lead Analyst

DocuSigned by:

Brandon Town

7BCA93CD6377421...

Brandon Town, NIGP-CPP, CPSM, CPSP, Procurement Analyst

Unavailable due to leave of absence

Beverly Hoemberg, Procurement Analyst

DocuSigned by:

Michael Munoz

0B0204E40D3E445...

Michael Munoz, CPPB, Procurement Analyst

STATEMENT OF COMPLIANCE

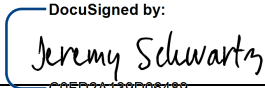
As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #020923 for Portable Construction Equipment with Related Accessories and Attachments**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:



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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer



12918 N. Nebraska Ave.
Tampa, FL 33612
UEI: TK67EL9NPM9
Cage Code: 3VCK4
FEIT: 42-1613127
DUNS: 094261935

POC: Bryan Moisao
TO: City of Flagler Beach FL
105 S 2nd St
Flagler Beach, FL 32136

Sales Quote QU0007831
Date: 7/30/2025

Phone: (386) 780 - 4262
E-Mail bmoisao@cityofflaglerbeach.com

Certs: HUBZone SB

Qty.	Manufacturer	Item No.	Description	Unit Price	Total Price
3	Generac	MMG45IF4-STD3	MMG45IF4 ISUZU T4 ENG - STD3 7310 CONFIG	\$33,778.62	\$101,335.86
1	Generac	FREIGHT	Freight from factory to Flagler Beach	\$3,850.00	\$3,850.00

FOB: Destination
Delivery Time: 42 Days ARO

Quantity 3 - MMG45IF4-STD3: Trailer Mounted Diesel Genset, 45KVA, 240V single phase, 480V three phase,
Isuzu Tier IV engine.

Sourcewell Member 126269
Sourcewell Contract 020923-GNR

*** Please see attachments for machine data and warranty information. ***
*** Shipping to Flagler Beach, FL included. ***
*** Current lead time is 4-6 weeks ARO, subject to change. ***
*** Unit arrives on flatbed trailer. ***
*** Forklift/crane needed to offload. ***
*** Offloading is customer responsibility ***

Subtotal:	\$105,185.86
Tax:	\$0.00
Total:	\$105,185.86

Terms and Conditions:
• Quote valid for 30 days
• Terms: Net 30
• Unless otherwise specified, full dock or off-loading capabilities required to avoid additional charges.
• If using a purchase card, a credit card surcharge may apply.
• Certificate of Origin/MSO will not be released until payment in full has been received.

Jay Johnson,
O. (813)631-0000
F. (813)631-0008
jay@federalcontractscorp.com

MMG45IF4 | 2.2 L | 45 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final



Standby Power Rating

44 kW, 55 kVA, 60 Hz

Prime Power Rating

38 kW, 47 kVA, 60 Hz



*Assembled in the USA using domestic and foreign parts



Image used for illustration purposes only

Codes and Standards

Generac Mobile products are designed to the following standards:



CSA



NATM



TIER 4 FINAL EMISSIONS

Power When and Where You Need It

Generac Mobile diesel generators are designed and engineered to power a variety of projects, in the most extreme environments. Gensets are configured to meet customer needs, including choice of containment, cold weather packages, trailer options, and more.

Generac Mobile diesel generators are manufactured to deliver reliable power, when and where you need it.

STANDARD FEATURES

ENGINE SYSTEM

- Isuzu® 4LE2XAGV01
- 4 Cylinder
- Turbocharged & Aftercooled
- 134 in³ (2.2 L) Displacement
- EPA Tier 4 Final Approved
- Power @ 1,800 rpm – hp (kW):
 - Prime: 57 (42.8)
 - Standby: 63.7 (47.5)
- Approved for use with Hydrotreated Vegetable Oil (HVO) fuels compliant with ASTM D975 or EN 15940
- Paper Element Air Filter
- Electronic Isochronous Governing
- Fixed Speed Fan
- One Spin-on Cartridge Oil Filter
- Oil Drain Extension
- Two Fuel Filters
- One 12 V, 720 CCA, Wet Cell Battery

COOLING SYSTEM

- Capable of Operating at 120 °F (49 °C) Ambient
- 50/50 Coolant (50% Ethylene Glycol)
- Coolant Drain Extension

FUEL SYSTEM

- Polyethylene Fuel Tank
- Fuel Tank Capacity – gal (L):
 - Total: 100 (379)
 - Usable: 90 (341)

- Runtime @ 75% Load: 36 hr
- 110% Containment - engine fluid (oil & coolant) and fuel
- Padlockable Fuel Cap

CONTROL SYSTEM

- Deep Sea Electronics® 7310 MKII Controller
- 3-Position Voltage Selection Switch
- 225 A Main Circuit Breaker (MCB), Manual, with Shunt Trip
- Individual Convenience Receptacle Circuit Breakers
- Emergency Stop Switch
- Battery Disconnect Switch, Padlockable
- 2-Wire Remote Start/Stop Contacts

ALTERNATOR SYSTEM

- 60 Hz Engine-Driven Alternator
- SUPERSTART Alternator
 - Brushless
 - 4 Pole
 - 2/3 Pitch
 - Class H Insulation
 - Corrosion Protection
- Marathon Electric® PM500 AVR
- Shunt Excitation System

POWER DISTRIBUTION

- Connection Lugs
- Convenience Receptacles
 - Two 120 V, 20 A, GFCI Duplex (NEMA 5-20R)

- Three 120/240 V, 50 A, 3 Pole, 4 Wire Twistlock (CS6369)

ENCLOSURE

- Aluminum, Sound Attenuated, Insulated and Baffled
- UV and Fade Resistant, High Temperature Cured, White Polyester Powder Paint
- Central Lifting Point
- Fully Lockable Enclosure
- Multi Lingual Operating and Safety Decals
- Document Holder with Owner's Manual - includes AC and DC wiring diagrams
- Control Panel Lights
- Interior Lights

TRAILER

- Hydraulic Surge Brakes
- 2 in. (50.8 mm) Ball Hitch
- Single 6,000 lb. (2,722 kg) Axle
- 15 in. Tires, 6 Ply, Tubeless
- 2,000 lb. (907 kg) Tongue Jack with Footplate
- Safety Chains with Spring Loaded Safety Hooks
- Transportation Tie Downs
- Plug Adapter, Round 7 Blade (SAE J2863)
- DOT Approved Tail, Side, Brake, and Directional Lights

WARRANTY

- 2 year Limited or 2,000 Hours
 - Unlimited Hours Covered in First Year

CONTROL SYSTEM



010643

CONTROLLER AND DISPLAY

- Controller: Deep Sea Electronics Model 7310 MKII
- 4 Line Back Lit LCD Text Display
- -40 to 158 °F (-40 to 70 °C) Operating Temperature Range
- Multiple Language Options
- Configurable Timers and Alarms
- Configurable Start/Stop Timers
- Configurable Maintenance Alarms
- Heated Display

PUSH BUTTONS FOR EASY OPERATION

- Manual or Auto Start
- Engine Start
- Engine Stop/Reset
- User Friendly Setup and Button Layout
- Five Key Menu Navigation
- Hours Counter
- Multiple Parameters are Monitored and Displayed Simultaneously for Full Visibility
- View Controller Parameters (Configuration, Firmware Version, Connections)

LCD ALARM INDICATION

- Generator Diagnostic Display
 - System kVA Output Display
 - Line Output and Frequency Display
- Alarm Types: Warning, Shutdown, Electrical Trip, Engine
- Alarm List – Warnings/Shutdowns; 250 Event History Log – Date/Time Stamped
 - Fuel Level: Warning – 15%; Shutdown – 5%
 - Overspeed Protection: Shutdown – 110%
 - Engine Diagnostic Warnings Communicated Through J1939 CANbus
 - Battery Voltage: Over – 15 VDC; Under – 11 VDC

- Generator Over Voltage: Warning – 110%; Electrical Trip – 115%
- Generator Under Voltage: Warning – 90%; Shutdown – 85%
- Generator Over Frequency: Warning – 105%; Electrical Trip – 110%
- Generator Under Frequency: Warning – 95%; Electrical Trip – 90%
- Auto Schedule
- Status

ELECTRICAL CONTROLS

- Lockable Control Box Door with Diagnostics Window
- Lockable Lug Box with Safety Switch
 - Trips Main Breaker When Door is Opened
 - Disables Voltage Regulator
- Output Ground Connection Lug Inside Lug Box
- Voltage Adjustment ±10%

MMG45IF4 | 2.2 L | 45 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final



CONFIGURABLE OPTIONS*

ENGINE SYSTEM

- Positive Air Shutdown (PAS), Electronic
- One 12 V, 720 CCA AGM Optima Battery
- Alternate Load Device (ALD)
- Oil Evacuation System - requires customer-sourced, specialized equipment to use for oil change

COLD WEATHER

- Engine Block Heater
- Two Fuel Filter Heaters
- Crankcase Ventilation (CCV) System Heater
- 10 A Battery Charger
- 60/40 Coolant (60% Ethylene Glycol)

FUEL SYSTEM

- Steel Fuel Tank, Extended Runtime
- Fuel Tank Capacity—gal (L)
 - Total: 160 (606)
 - Usable: 144 (545)
- Runtime @ 75% Load: 57.5 hr

- Auxiliary Fuel Tank Connection
 - 3-Way Fuel Valve

CONTROL SYSTEM

- 4-Position Voltage Selection Switch
- Telemetry
- Lojack Equipment Recovery System

ALTERNATOR SYSTEM

- VFLEX (600 V) Alternator
- Marathon Electric DVR2400 DVR
- Permanent Magnet Generator (PMG) Excitation System

POWER DISTRIBUTION

- Camlocks—one set, female (US or Canada color code)
- Buck Transformer

ENCLOSURE

- Fire Extinguisher

TRAILER

- Skid Mount (Non-Trailer)
- Electric Brakes
- Tandem Axle
- 2 in (50.8 mm) BULLDOG® Hitch
- 2-5/16 in (58.7 mm) BULLDOG Hitch
- 3 in (76.2 mm) Pintle Ring Hitch
- Rear Stabilizer Jacks
- Toolbox: Black Polymer or Aluminum, 49×15×18.5 in (125×38×47 cm)
- Spare Tire

RATING DEFINITIONS

Standby: Applicable to varying emergency load for the duration of a utility power outage.

Prime: Applicable to supplying power to a varying load in lieu of utility for an unlimited amount of running time.

*Consult factory for availability.



MMG45IF4 | 2.2 L | 45 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final



APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make (Model)	Isuzu (4LE2XAGV01)
EPA Emissions Compliance	Tier 4 Final
After Treatment System	DOC
Cylinders – Qty	4
Type	In-Line
Displacement – in ³ (L)	134 (2.2)
Bore – in (mm)	3.35 (85)
Stroke – in (mm)	3.78 (96)
Compression Ratio	17.6:1
Intake Air Method	Turbocharged & Aftercooled

Engine Governing

Governor	Electronic
Frequency Regulation (Steady State)	±2%

Lubrication System

Oil Pump Type	Gear Driven
Oil Filter Type	Spin-On Cartridge, Full Flow
Crankcase Capacity – qt (L)	12 (11.4)

Cooling System

Cooling System Type	Radiator and CAC
Water Pump Type	Belt Driven
Fan Type	Pusher
Fan Speed – rpm	2,016
Fan Diameter – in (cm)	19.0 (48.3)
Cooling System Capacity – qt (L)	18 (17)

Fuel System

Fuel Type	Ultra Low Sulfur Diesel
Fuel Specifications	EN 590 / ASTM D975
Fuel Filtering – μ	5
Fuel Inject Pump – Make (Model)	Denso (HP3)
Fuel Pump Type	Engine Gear Driven
Injector Type	Electronic
Engine Type	Direct Injection High Pressure Common Rail
Fuel Supply Line Diameter– in (mm)	0.375 (9.5)
Fuel Return Line Diameter– in (mm)	0.375 (9.5)

Engine Electrical System

System Voltage – VDC	12
Battery Charger Alternator – VDC (A)	12 (50)
Battery Size – CCA	720
Battery Quantity	1
Ground Polarity	Negative (-)

SUPERSTART ALTERNATOR SPECIFICATIONS

Make (Model)	Marathon Electric (285PSL1700)
Poles – Qty	4
Field Type	Rotating
Insulation Class - Rotor	Class H
Insulation Class - Stator	Class H
Total Harmonic Distortion	<5%
Telephone Interference Factor	<50

Standard Excitation	Shunt
Bearings	Single Bearing
Coupling	Direct Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	AVR
Number of Sensed Phases	Single
Regulation Accuracy (Steady State)	±0.5%

VFLEX ALTERNATOR SPECIFICATIONS

Make (Model)	Marathon Electric (284PSL28109)
Poles – Qty	4
Field Type	Rotating
Insulation Class – Rotor	Class H
Insulation Class – Stator	Class H
Total Harmonic Distortion	<5%
Telephone Interference Factor	<50

Standard Excitation	Shunt
Bearings	Single Bearing
Coupling	Direct Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	AVR
Quantity of Sensed Phases	Single
Regulation Accuracy (Steady State)	±0.5%

MMG45IF4 | 2.2 L | 45 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final



OPERATING DATA

POWER RATINGS

	SUPERSTART Alternator		VFLEX Alternator	
	Standby: kW/kVA (A)	Prime: kW/kVA (A)	Standby: kW/kVA (A)	Prime: kW/kVA (A)
1-Phase, 120/240 VAC @ 1.0pf—zig zag*	33/33 (138)	33/33 (138)	17/17 (71)	17/17 (71)
3-Phase, 208/120 VAC @ 0.8pf—low wye	44/55 (153)	38/47 (130)	38/48 (131)	32/40 (111)
3-Phase, 240/120 VAC @ 0.8pf—delta**	44/55 (132)	38/47 (114)	38/48 (114)	32/40 (96)
3-Phase, 480/277 VAC @ 0.8pf—high wye	44/55 (66)	38/47 (57)	48/59 (72)	37/46 (56)
3-Phase, 600/346 VAC @ 0.8pf—high wye	N/A	N/A	46/60 (52)	40/50 (48)

*Alternator limited.

**Power ratings achieved through use of optional 4-position voltage selection switch.

FUEL CONSUMPTION RATES

Prime Load	Fuel: gph (L/hr)
50%	1.7 (6.4)
75%	2.5 (9.4)
100%	3.3 (12.5)
110% (Standby)	3.8 (14.4)

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions. Please consult a Generac Mobile Products Authorized Service Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, ISO8665, SAE J1228, SAE J1995, and DIN6271 standards.

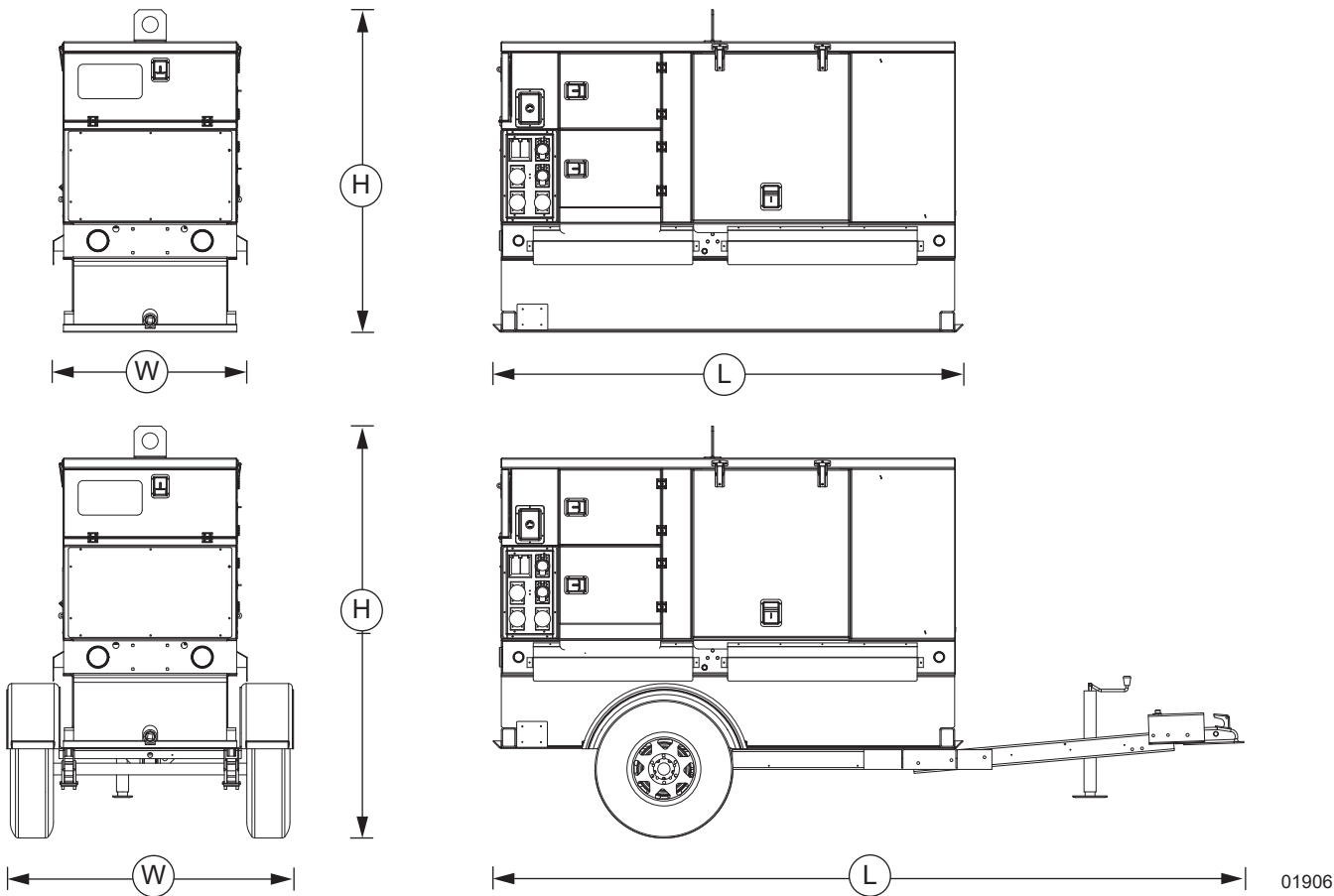
MMG45IF4 | 2.2 L | 45 kVA

MOBILE DIESEL GENERATOR SET

EPA Emissions Certification: Tier 4 Final



DIMENSIONS AND WEIGHTS*



	Runtime: hr*	Usable Fuel Capacity: gal (L)	Dimensions – L×W×H: in (m)	Weight: lb (kg)	
Skid	36	90 (341)	95 (2.41)×39 (0.99)×65 (1.65)	Dry:	2,843 (1,290)
				Operating:	3,580 (1,624)
Trailer	36	90 (341)	152 (3.81)×58 (1.45)×83 (2.11)	Dry:	3,363 (1,525)
				Operating:	4,100 (1,860)

*Runtime based on 75% prime rated power.

SOUND RATING

- 66 dB(A) @ 23 ft (7 m) @ Prime Power

* All measurements are approximate and for estimation purposes only.

YOUR FACTORY RECOGNIZED GENERAC MOBILE DEALER

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Mobile Authorized Service Dealer for detailed installation drawings.

Generac #020923-GNR

Pricing for contract #020923-GNR is provided at 28% - 50% off list price depending on product line to Sourcewell participating agencies. Quantity discounts can be offered on a case by case basis.



Solicitation Number: 020923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Generac Power Systems Inc., S45 W29290 State Road 59, Waukesha, WI 53189 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Portable Construction Equipment with Related Accessories and Attachments from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 20, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected and subject to repair or replacement, at Supplier's sole discretion, pursuant to the applicable warranty. If the damage

is not readily apparent at the time of delivery and provided Sourcewell or its Participating Entities in no way contributed to such damage, Supplier must permit the Equipment and Products to be repaired or replaced within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. Inspection for shipping damage must occur within 24 hours of receipt in order to pursue carrier-related damages. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition if such condition is not repaired by Supplier under Supplier's warranty.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and applicable operating documentation. Notwithstanding any other provision of this Contract, in no event shall Supplier be liable for consequential, special, or indirect damages, including, without limitation, damages or losses in the nature of business or service interruption, loss of reputation, loss of anticipated profits or anticipated revenue, or cost of capital. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY**1. *Grant of License.*** During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.**3. *Use; Quality Control.***

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional direct costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability direct and documented damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

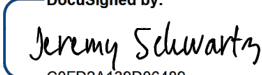
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

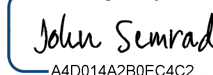
22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued up to and through the date of cancellation.

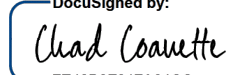
Sourcwell

Generac Power Systems Inc.

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
4/12/2023 | 2:27 PM CDT
Date: _____

DocuSigned by:

A4D014A2B0EC4C2...
By: _____
John Semrad
Title: Director of Sales
4/26/2023 | 3:54 PM EDT
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
4/26/2023 | 2:55 PM CDT
Date: _____

RFP 020923 - Portable Construction Equipment with Related Accessories and Attachments

Vendor Details

Company Name: Generac Power Systems
S45 W29290 Hwy 59
Address: Waukesha, WI 53189
Contact: Lynn Jones
Email: lynn.jones@generac.com
Phone: 920-230-1280
Fax: 920-230-1201
HST#: 39-0963276

Submission Details

Created On: Tuesday December 20, 2022 08:20:13
Submitted On: Thursday February 09, 2023 09:04:50
Submitted By: Lynn Jones
Email: lynn.jones@generac.com
Transaction #: 99c351a2-50b9-44ac-a75e-5f749346c463
Submitter's IP Address: 165.225.61.75

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Generac Power Systems Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE CODE: 3KDJ8 UEI: DP7KERAZ7LY3	*
5	Proposer Physical Address:	S45 W29290 State Road 59 Waukesha WI 53189	*
6	Proposer website address (or addresses):	www.generac.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Semrad Director of Sales S45 W29290 State Road 59 Waukesha WI 53189 John.semrad@generac.com 262-544-4811, ext 4251	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lynn S Jones Account Manager II – Government Sales S45 W29290 State Road 59 Waukesha WI 53189 Lynn.jones@generac.com 920-230-1280	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brian Yureskes VP Sales S45 W29290 State Road 59 Waukesha WI 53189 Brian.yureskes@generac.com 630-730-0270	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Generac was founded in 1959 to commercialize a line of affordable portable generators that offered superior performance and features. The Company's success through the years has been built upon engineering expertise, manufacturing excellence and our innovative approaches to the market. This has driven our growth into becoming a leading provider of power equipment for a variety of applications within construction, residential, commercial, and industrial markets. In 1980, we expanded beyond portable generators into the industrial power generation market with the introduction of our first stationary generators that provided up to 200kW of power output. We introduced our first residential standby generator in 1989 and expanded our industrial product offering and global distribution system in the 1990s, forming a series of alliances that rapidly increased our sales. Our growth accelerated in the 2000's as we expanded our purpose-built line of residential & commercial automatic standby generators and implemented our multilayered, omni-channel distribution philosophy. Throughout the 2000's, a number of high-profile	

power outage events also helped to increase the awareness and need for backup power and home standby generators. In 2006, the founder of Generac sold the company to affiliates of CCMP Capital Advisors, LLC, together with certain other investors and members of our management. In February 2010, we completed our initial public offering (IPO) of our common stock.

Soon after going public, we implemented our "Powering Ahead" enterprise strategy. This strategic plan accelerated the Company's transition from primarily a North America focused, emergency backup generator company into a more diversified industrial technology company with the addition of new and adjacent product categories and an expanded global presence, primarily through a series of acquisitions. In 2018, we transitioned into a new enterprise strategy called "Powering Our Future", which drove further share gains in new and existing markets, capitalized on Generac's leadership in natural gas, established our connectivity strategy, and provided the initial foundation for the Company's evolution into an energy technology solutions company, including some key initial acquisitions within the residential clean energy space. This ultimately led to the introduction of our new "Powering A Smarter World" enterprise strategy in 2021. This current strategic plan continues the evolution of Generac's business model that pairs traditional and emerging power generation and storage technologies with new monitoring, management and grid services capabilities to provide solutions for the dynamic challenges presented by today's energy landscape.

Overview

Generac is a leading energy technology solutions company that provides backup and prime power generation systems for construction, residential and commercial & industrial (C&I) applications, solar + battery storage solutions, energy management devices and controls, advanced power grid software platforms & services, and engine- & battery-powered tools and equipment. The Company is committed to sustainable, cleaner energy products poised to revolutionize the 21st century electrical grid. As an energy technology solutions company that is "Powering a Smarter World", our corporate purpose is to lead the evolution to more resilient, efficient, and sustainable energy solutions around the world.

We have a long history of providing power generation products across a variety of applications, and we maintain one of the leading market positions in the power equipment markets in North America and an expanding presence internationally. We believe we have one of the widest ranges of products in the power generation marketplace, including residential, commercial and industrial standby generators; as well as portable and mobile generators used in a variety of applications. In recent years, the Company has been evolving its business model to focus on building out a residential and C&I ecosystem of energy technology products, solutions, and services. As part of this evolution, we have made significant investments into rapidly growing new markets such as residential clean energy storage, solar microinverters, and energy monitoring & management devices, all of which are distributed energy resources (DERs) that can be aggregated into virtual power plants (VPPs) within grid services programs. In addition, a key strategic focus has been leveraging our leading position in the growing market for cleaner burning natural gas fueled generators to expand into applications beyond standby power, allowing us to participate in Energy-as-a-Service and microgrid projects for commercial and industrial applications.

We have also made investments in next-generation platforms and controls for both residential and C&I applications that facilitate the connection of our products to the grid. Expanding these capabilities will enable the increasing utilization of our equipment as DERs as the nascent market for grid services expands over the next several years. Our growing presence in grid services programs will enhance the value of our power generation and storage products that might otherwise sit idle, as they are now able to be dispatched and orchestrated as part of a distributed energy solution, thereby generating additional return-on-investment for the home or business owner while also delivering value to utilities and energy retailers by helping to balance, support and enhance the reliability of the electrical grid. As the traditional centralized utility model evolves over time, we believe that a more decarbonized, digitized, and decentralized grid infrastructure will build-out, and Generac's energy technology solutions are uniquely and strategically positioned to participate in this next-generation grid referred to as "Grid 2.0". As our traditional power generation markets continue to grow due to multiple mega-trends that are driving increased penetration of our products, we believe we are in an excellent position to execute on this opportunity given our competitive strengths. In addition, our focus on more resilient, efficient and sustainable energy solutions has dramatically increased our served addressable market, and as a result, we believe that Generac is well positioned for success over the long term.

Products and Solutions

We design, manufacture, and distribute a broad range of energy technology products

and solutions. We design and manufacture stationery, portable and mobile generators with single-engine outputs ranging between 800W and 3,250kW. We have developed a line of turn-key energy storage systems for use in residential solar-plus-storage applications, and in 2021, acquired microinverter capabilities for use in residential solar only applications. We also have a line of industrial-grade mobile energy storage systems that serve the global rental markets. We have a growing selection of energy monitoring and management devices that serve to build out our residential energy ecosystem product offering. We participate in the market for grid services involving distributed energy optimization and control software. Other power products and solutions that we provide include light towers and a broad line of outdoor power equipment that we refer to as chore products, which includes a variety of property maintenance equipment powered by both engines and batteries. We classify our products into three categories based on a similar range of power output geared for varying end customer uses: Residential products, Commercial & Industrial (C&I) products and other products & services. The following summary outlines our portfolio of products and solutions, including their key attributes and customer applications.

Commercial & Industrial Products

We offer a full line of C&I generators that are increasingly being fueled by cleaner sources of energy such as natural gas, liquid propane, and Bi-Fuel™, as well as other more traditional fuels such as diesel. We believe we have one of the broadest product offerings in the industry with power outputs ranging from 10kW up to 3,250kW. Through the Deep Sea acquisition in 2021, we have expanded our capabilities in the design and manufacture of advanced controls for a range of energy technology C&I applications, such as microgrids and Energy-as-a-Service. Our natural gas C&I stationary generators have Smart Grid Ready capabilities, enabling our customers to contribute to grid resiliency and generate an incremental return on investment by connecting and enrolling their generator as a distributed energy resource used in grid services applications where available. We believe as more grid services programs roll out over time, we will be able to sell more equipment given the improved economics and value of our generators as DER's. Our light-commercial standby generators and related transfer switches include a full range of affordable systems from 22kW to 150kW, providing three-phase power sufficient for most small and mid-sized businesses such as grocery stores, convenience stores, restaurants, gas stations, pharmacies, retail banks, small health care facilities and other small-footprint retail applications. Our light-commercial generators predominantly run on cleaner-burning fuels such as natural gas and liquid propane.

We design and manufacture a broad product line of modeled and configured stationary generators and related transfer switches for various industrial standby, continuous-duty, and prime rated applications. Our single-engine industrial generators range in output from 10kW up to 3,250kW, include stationary and containerized packages, and can include our Modular Power Systems (MPS) technology that extends our product range up to much larger multi-megawatt systems through an integrated paralleling configuration. Over the past several years, we have introduced larger and higher-powered gaseous-fueled generators, with the highest output of 1,000kW for a single-engine set. Our industrial standby generators are primarily used as emergency backup for larger applications in the healthcare, telecom, datacom, commercial office, retail, municipal and manufacturing markets. In recent years, we've had a strategic effort aimed at utilizing our gaseous-fueled generators in "beyond standby" applications including distributed generation and microgrid projects and have developed purpose-built products for these applications that have grid-connected capability. The addition of Smart Grid Ready functionality and the significant expansion of our in-house advanced controls capabilities further enhances the potential utilization of our generators in these applications. Our MPS technology combines the power of several smaller generators to produce the output of a larger generator, providing our customers with redundancy and scalability in a cost-effective manner. For larger industrial applications, our MPS products offer customers an efficient, affordable way to scale their standby power needs, while offering superior reliability given their built-in redundancy which allows individual units to be taken offline for routine maintenance while retaining coverage for critical circuits.

We also offer a full line of industrial transfer switches to meet varying needs from light industrial applications all the way up to the most demanding critical installations. Over the last couple of years, we have significantly increased and upgraded our industrial transfer switch product offering, which we believe will help to enhance our attachment rate and related market share for these products. Generac's innovative feature set and flexible platforms offer a variety of switching technologies for customized solutions to meet any project needs. We also provide a broad product line of light towers, mobile generators, and mobile energy storage systems, which provide temporary lighting and power for various end markets, such as road and commercial construction, energy, mining, military, and special events. These products are typically sold to national and regional rental companies who then rent the

equipment to the end user. We believe the addition of mobile energy storage systems obtained through our acquisition of Off Grid Energy in 2021 will enable us to capture a share of the rapidly expanding Battery Energy Storage System (or BESS) market in the future. Also in 2021, we unveiled a hybrid mobile solution that pairs an energy storage system with a diesel generator to reduce emissions and noise pollution, as well as a mobile battery-powered light tower, both of which we expect will come to market during 2022. We also manufacture commercial mobile pumps and dust-suppression equipment for a wide variety of applications, as well as various gaseous-engine control systems and accessories, which are sold to gas-engine manufacturers and aftermarket customers. C&I products comprised 26.7%, 28.3% and 39.5%, respectively, of total net sales in 2021, 2020 and 2019.

Residential Products

Our residential automatic standby generators range in output from 7.5kW to 150kW, which predominantly operate on natural gas and liquid propane, and are permanently installed with an automatic transfer switch, which we also manufacture. Air-cooled engine residential standby generators range in outputs from 7.5kW to 26kW and serve as an emergency backup for small to medium-sized homes. Liquid cooled engine generators serve as emergency backup for larger homes and small businesses and range in output from 22kW to 150kW. We believe we have the broadest line of home standby generators in the marketplace and all of them are offered as Smart Grid Ready, which enables customers to connect and enroll their generator as a distributed energy resource in grid services applications. The deployment of our residential generators in grid services applications where available can improve grid resiliency, while also offering a direct financial incentive for homeowners to participate in these grid services programs, which can help to partially offset the purchase cost of the generator over the product's lifespan. This functionality leverages our remote monitoring system for home standby generators called Mobile Link™. This remote monitoring capability is a standard, WiFi-enabled feature on every home standby generator that we offer and allows our customers to check the status of their generator conveniently from their smart phone or tablet, and also provides the capability to similarly receive maintenance and service alerts. Leveraging the technologies acquired in the 2019 acquisition of Pika Energy, we have developed a line of clean energy products marketed under the Generac brand and using the name PWRcell™. This clean energy storage solution consists of a system of batteries, an inverter, photovoltaic (PV) optimizers, power electronic controls, and other components. This system captures and stores electricity from solar panels or other power sources and helps reduce home energy costs while also protecting homes from shorter duration power outages. PWRcell can range in size from 9kWh up to 36kWh of storage capacity. Our PWRcell energy storage systems also have Smart Grid Ready capabilities, empowering homeowners to contribute to grid stability and earn an incremental return on investment by connecting to grid services programs, which can help to partially offset the purchase cost of the system over the product's lifespan. We introduced multiple new Generac-branded clean energy products in 2021 that we expect will come to market during 2022 as we continue to build out an increasingly broad range of residential clean energy solutions, giving our distribution partners access to a more diverse line up of products that can serve a variety of applications. PWRmicro, a grid-interactive microinverter equipped with 2-to-1 panel-to-inverter capability used in residential solar solutions, leverages the technology acquired via the 2021 purchase of Chilicon Power and allows Generac to participate in residential solar installations that do not include an energy storage system. PWRmanager is the second generation of our load management controls, allowing customers to remotely control certain loads in a house and thereby manage battery run times from their smart phones or tablets. PWRgenerator is a one-of-a-kind natural gas generator with DC output that is purposebuilt to re-charge PWRcell energy storage systems. This innovative new product is fuel-efficient, quieter, and can enable indefinite grid independence for homeowners.

During 2021 we acquired Ecobee, a leader in sustainable smart home solutions such as smart thermostats and a suite of home monitoring products, all designed with a focus on conservation, convenience, peace of mind and comfort, ecobee's smart home energy management devices and complementary sensors intelligently optimize heating and cooling systems, often the largest energy consuming system within a home, to deliver significant energy savings for homeowners. In addition, the ability to combine ecobee's cutting-edge technologies and software development expertise with Generac's power generation, energy storage and energy management devices will allow us to create a clean, efficient, and reliable home energy ecosystem and user interface platform capable of connecting to our grid services distributed energy resource management software (DERMS) called Concerto. We also entered the smart water heater controller market in 2021 via the acquisition of Apricity Code, an advanced engineering and product design company that has developed certain products which help homeowners reduce energy consumption and utility bills by intelligently managing the timing of a water heater's energy consumption. These ecobee and Apricity grid edge devices expand our suite of

		products that can be deployed in grid services applications, offering increased energy savings and economic benefits to a larger segment of the population. We also added IoT propane tank monitoring solutions with the 2021 acquisition of Tank Utility to further optimize propane fuel logistics. This addition expands Generac's connectivity functionality and provides incremental value to our dealers and peace of mind to our liquid propane powered home standby generator owners. We also provide a broad product line of portable and inverter generators that range in size from 800W to 17.5kW. These products serve as an emergency home backup source of electricity and are also used for construction and recreational purposes. Our portable generators are targeted at homeowners, with price points ranging between the consumer value end of the market through the premium homeowner market; at professional contractors, starting at the value end through the premium contractor segment; and at the recreational market with our inverter generator products, which are quieter than traditional portable generators. In addition, we offer manual transfer switches to supplement our portable generator product offering. We provide a broad product line of outdoor power equipment referred to as chore products, which are used in property maintenance applications for larger-acreage residences, commercial properties, municipalities, and farms. These products include trimmers, field and brush mowers, log splitters, stump grinders, chipper shredders, lawn and leaf vacuums, pressure washers and water pumps. We also offer commercial-grade, battery-powered turf care products through Mean Green Products, which was acquired in 2020. In addition to Generac's efforts to expand Mean Green's production and distribution capabilities, this acquisition will help to accelerate the electrification of our higher-powered lineup of chore products. Chore products are largely sold in North America through direct-to-consumer online catalogs, retail hardware stores, and outdoor power equipment dealers primarily under the DR® brand name. Residential products comprised 65.8%, 62.6% and 51.9%, respectively, of total net sales in 2021, 2020 and 2019.	
11	What are your company's expectations in the event of an award?	Our overall expectations and mission are to work closely with Sourcwell and its members to ensure an expedient entrance into the Buy Sourcwell marketplace. Our number one priority will be to meet customers' expectations and ensure their peace of mind by delivering a quality product and providing an ownership experience unsurpassed by anyone else in the Portable Construction Equipment industry. Generac understands that an awarded contract is only the first step to success within the Sourcwell marketplace. We expect to earn business by providing exceptional quality products and service solutions to Sourcwell's membership base and agencies through Generac and our extensive distribution network.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to Generac's 2021 annual report and Q3 2022 report for a detailed perspective of our financial strength and stability (Attachment 1). Our annual and quarterly reports and all SEC filings are also available at the following link: https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001474735&owner=exclude&count=40 You may also contact our bank for references, see contacts listed below. Paul Hahn, JP Morgan: paul.j.hahn@jpmorgan.com (cash management); Shannon Offen, JP Morgan: Shannon.offen@jpmorgan.com (credit bank). However, anyone requesting a credit reference will be referred to http://www.confirmations.com	*
13	What is your US market share for the solutions that you are proposing?	Generac references third party EGSA and Frost & Sullivan data. Based on these data sources and other independent data that Generac procures, Generac estimates the mobile generator and light tower market shares to be the following in the USA and Canada. Generac is the market share leader globally when it comes to light tower manufacturing. (This data does not allow for the percentages to be broken out between US and Canada; thus, our response is at a North American level) Generac market share is 18% in mobile generators and 44% in light towers. Caterpillar market share is 13% in mobile generators and 1% in light towers. MQ market share is 30.0% in mobile generators and 2% in light towers. Wacker market share is 10% in mobile generators and 13% in light towers.	*
14	What is your Canadian market share for the solutions that you are proposing?	Please reference response #13 above.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Generac is a designer and manufacturer of power generation equipment and other engine powered products. Generac has specific market channels (or business units) to better serve our customers. Those market channels each have their own dedicated executive management team with overall responsibility for the group and a sales team/force that is 100% dedicated to serving the markets they cover. The Generac sales team for Portable Construction Equipment with Related Accessories and Attachments includes dedicated Market Development Managers (MDM), dedicated Power Solutions Managers (PSM), and dedicated Inside Sales Representatives (ISR) that work directly with the distributors and dealers located in the U.S. and Canada. We distribute our products through several distribution channels to increase awareness of our product categories and brands, and to ensure our products reach a broad customer base. This distribution network includes independent industrial distributors, residential dealers, national and regional retailers, e-commerce merchants, electrical and HVAC wholesalers (including certain private label arrangements), catalogs, equipment rental companies and equipment distributors. We also sell direct to certain national and regional account customers, and federal government agencies, which are all supported by over 4,500+ trained generator technicians through our industrial and commercial channels. Generac believes that world-class products deserve the highest level of service and technical support, backed by the highest quality training. Generac requires all our aligned servicing distribution partners to continually update and recertify their service training technicians on a regular basis. This training ensures that technicians will have accurate product knowledge and extensive diagnostic testing experience, allowing them to resolve service matters correctly and in a timely manner. Offering the best technical training in the industry is our mission, both at the factory and in the field. We take pride in the quality of our classes and the caliber of our instructors, as well as the excellence of our certified technicians. Our emphasis on comprehensive service training provides our dealers with confidence and our customers with peace of mind.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Generac maintains all licenses and certifications required and necessary to conduct business within the United States and Canada, including CSA and ISO 9001-2015 certification. ISO 9001-2015 specifies requirements for a quality management system when an organization: a) needs to demonstrate its ability to consistently provide products and services that meet customer and applicable statutory and regulatory requirements, and b) aims to enhance customer satisfaction through the effective application of the system, including processes for improvement of the system and the assurance of conformity to customer and applicable statutory and regulatory requirements. We are also an EPA (US Emissions certified), UL (tests and evaluates components and products that allows a certification mark to be placed by the manufacturer), and C-UL/CSA (Canadian version of UL) certified testing lab. Our independent distributors and dealers are also required to maintain all licenses and certifications required and necessary to conduct business within the United States, Canada, and internationally as applicable. The industry specific codes and standards that we design and build our products are found in Attachment 1, along with a copy of the ISO 9001-2015 certification listed above.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A, we have not been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2022 Grid Forward – Grid Innovator Awards 2022 Waukesha County Award: Large Business of the Year 2021 Generac joined the S&P 500 (March 2021) 2021 Edison Awards – Silver: PWRcell solar + storage system 2021 Winner Japan Energy Challenge: Recognizing Excellence in Clean Technology Innovation (Enbala) 2020 RER Innovative Product Award: MLTS LED light tower 2020 ACG Wisconsin Outstanding Corporate Growth Award 2018 Prominent Economic Development Award 2018 High Impact Cleantech Company of the Year (Enbala)	*
20	What percentage of your sales are to the governmental sector in the past three years	For the calendar years 2020-2022, Generac's total government sector sales have been 22%, 24%, and 24% respectively.	*
21	What percentage of your sales are to the education sector in the past three years	For the calendar years 2020-2022, Generac's total education sector sales have been 5%, 6%, and 6% respectively.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Generac Power Systems Inc. currently holds three Sourcwell contracts: Contract 041719 for Construction Equipment: The annual sales volume under this contract over the past three years is averaging nearly \$2 million per year. 2020: \$1,773,220 2021: \$1,637,695 2022: \$2,518,237 Contract 031121 for Ground Maintenance Equipment. Generac was awarded this contract in the middle of 2021 and the total sales volume through December 2022 has \$5,005,800.52. Contract 092222-GNR for Electrical Power Generation Equipment was just awarded in November 2022. While we have not reported any sales yet, we have received our first four orders totaling just under \$200,000, with confirmation of more orders to be placed soon.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Generac holds GSA Contract GS-07F-0407X. Annual sales volume for this contract is: 2020: \$1,184,515 2021: \$1,304,098 2022: \$1,628,133	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Mid-Missouri Regional Planning Commission	Melissa Stafford	573-657-9779	*
City of Dallas, Sanitation Division	Matthew Libbey	(214) 671-0227	*
Town of Pawling, Bldgs. & Grounds	Wendell Weber	(845) 224-4621	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Coral Springs	Government	Florida - FL	Provided mobile backup power solutions to the city for their Public Works Fleet Services department.	Eight (8) 175 kVA mobile diesel generators.	\$689,482	*
City of New Orleans	Government	Louisiana - LA	Provided MLT6SKDS-STD3 light towers for use by their Office of Homeland Security to be used during public emergencies and/or power and lighting outages.	50 mobile light towers	\$502,010	*
City of Dallas	Government	Texas - TX	Office of Emergency Management and Sanitation Services: Have provided 20 total light towers and five 35 kVA mobile diesel generators to the city for use during power outages and other emergencies that warrant both back up power and lighting.	20 light towers and five mobile diesel generators.	\$314,719 total	*
City of Tamarac	Government	Florida - FL	Provided 4 MDG75 mobile diesel generators to the city for backup power to their Utility department.	Four (4) 75 kVA mobile diesel generators total.	\$178,440	*
State of Maryland	Government	Maryland - MD	Provided an MDG250 mobile generator, and MLT4150MLVED light tower to the State of Maryland Transportation authority for use during power outages and highway lighting as needed during construction and emergencies.	one each 200 kW mobile generator and 15 kW light tower	\$115,270	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	Generac has specific market channels (or business units) to better serve our customers. Those market channels each have their own dedicated executive management team with overall responsibility for the group and a sales team/force that is 100% dedicated to serving the markets they cover. The mobile products business group will have overall responsibility for marketing and fulfilling all Sourcewell business under the Portable Construction and Related Equipment contract. Each individual distributor and dealer have their own dedicated Market Development Manager (MDM), Field Service Manager (FSM), and Inside Sales Representative (ISR) that work directly with them. In addition, the business channel has their own dedicated sales engineering team, engineering team, marketing team, and customer service/support team which allows us to focus on the customer while managing their quotes and orders with flexibility, speed, reliability and innovation. Generac Power Systems also has field-based engineering/technical support personnel throughout the United States. These field-based support personnel are made up of both Field Service Managers (FSM) and Regional Sales Managers (RSMs). The FSM's and RSM's reside in strategic locations across the United States and Canada that allow for timely support. The Field Services Managers are power industry experts. Their primary goal is to support our distributors/dealers with technical applications and ensure the right product is used for the right application; this is usually accomplished during the initial phase of our sales process. The FSM's are also used as in-field training instructors where they teach formal and accredited courses that are focused on the power generation industry. These courses are mainly provided to electrical engineering firms within their respective territories; however, the FSMs are available to train or teach other firms/establishments with an interest in power generation.	*
27	Dealer network or other distribution methods.	Our distribution network consists of a combination of primary distributors that cover a particular region, as well as a network of support dealers serving the North American market. Our distributors are contracted with Generac to solely represent Generac and its products, so they are focused 100% on sales distribution, delivery, and service of our equipment and products. These distributors have a collective salesforce of over 250+ people covering all 50 US states and Canadian provinces. Over the past five years, we have expanded our dealer network through acquisitions and organic means, in order to increase our sales and service opportunities. Generac also has a network of support dealers that consists of mobile independent dealers who sell Generac products to the construction market. These support dealers total over 100+ businesses in the US and Canada. Additionally, in 2020, we acquired our industrial distributor in northern California to give us direct coverage of the west coast of the United States and accelerate our sales and service efforts in this part of the country. The distributors and support dealers provide industrial and commercial end users with ongoing sales, project consulting and management, installation, service and product support. Our industrial distributors and dealers help maintain the local relationships with commercial electrical contractors, specifying engineers and national account regional buying offices. Generac and their distributor partners also sell to certain Engineering, Procurement and Construction (EPC) companies and other companies that specialize in managing more complex power generation projects, including microgrid projects and Energy-as-a-Service applications.	*
28	Service force.	Generac employs inside trained technical service representatives with the primary responsibility of supporting our distributors and dealers across the U.S. and Canada. They provide technical phone support 24/7/365 to all technicians who are actively servicing the Generac Product. In addition, as noted in our response to number 26 above, Generac employs Field Service Manager technicians to assist and support our distributors/dealers and customers with technical and service applications. The FSM's reside in strategic locations across the United States and Canada that allow for timely support. See Figure 1 in Attachment 3 for technician coverage within the 48 contiguous states (Generac also has sales/service coverage in both Hawaii and Alaska). Generac's North America coverage also includes 30 Industrial distributors that have certified and trained generator technicians on all of Generac's power generation products. Our dedicated dealer service network includes over 10,000 trained generator technicians across all market channels as well as 400+ qualified engine service technicians. The majority of the distributor technicians all have company vehicles they drive home each night ready for emergency calls 24/7/365.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Generac follows a typical business-to-business and government-to-business procedure for order processing. In partnership with the distributor, the sales team will provide Sourcewell contract pricing to the Sourcewell/Canoe member. Orders by Sourcewell/Canoe members can be placed either direct to the Generac Government Account Manager, or through the local Generac distributor. The order will be reviewed by an internal sales team member, then entered and processed through our system. An order confirmation and estimated ship date will be provided back to the distributor and Sourcewell/Canoe member. Generac will invoice the Sourcewell/Canoe member direct for orders that are submitted direct to the Government Account Manager. If the order is placed through the Generac Distributor, an invoice will be issued to the Sourcewell/Canoe member from the Generac Distributor. All Sourcewell/Canoe orders will be coded in our internal system so that sales reports can be tracked, and a quarterly administrative fee can be calculated and paid to Sourcewell.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Generac offers its customers support 24/7/365. Internally we have dedicated employees in the areas of sales administration, order management, freight resolution, customer support, and technical support, and we maintain a 24-hour customer service hotline. Generac's internal customer support team is comprised of over 50 team members that field an average of 1500 customer calls per day. The Generac distributors work directly with our internal customer support team to answer customer questions and/or resolve customer issues related to our fielded products and services. Our distributor network serves many mission-critical customers such as hospitals, nursing homes, and data centers that demand immediate response times. Our distributor network is strategically located to provide customers with the quickest onsite support when in the time of need. Our distributor network's target is to respond to emergency calls within two hours. Our distribution then prioritizes health and safety of specific jobs.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are more than willing and able to provide our offered products and services to Sourcewell member agencies in the United States. With a vast network of over 8,000 independent dealers, and over 10,000 trained dealer technicians across all market channels, we are ready and able to serve all Sourcewell entities in North America.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Generac is more than willing and able to provide our offered products and services to Sourcewell member agencies in Canada. Generac has a market presence in Canada with a strong distribution network already in place. One of Generac's largest distributors, Total Power, has locations in Ontario, Alberta, Nova Scotia, and British Columbia. Generac also has other distributors located in Saskatchewan, Manitoba, and Quebec.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our extensive dealer networks cover all of North America including Alaska and Hawaii.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our extensive dealer networks cover all of North America including Alaska and Hawaii.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Our extensive dealer networks cover all of North America, Alaska, Hawaii, and U.S. Territories. At this time there are no specific contract requirements or restrictions that would apply to these participating entities.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Generac's marketing strategy for a Sourcewell contract would consist of the following: Generac Internal and Dealer Communications • Develop a comprehensive launch package for Generac dealers that includes a Sourcewell overview including key positioning points, Sourcewell-Generac agreement highlights, pricing overview, and Sourcewell Membership information. • Communicate broadly to Generac dealers via our partner communication channels regarding the scope/availability of the Sourcewell-Generac agreement. • Host webinars with Generac Dealers and Sourcewell representatives to review the agreement, terms, membership specifics, Sourcewell marketing/sales support, and key targets by region. • Establish a regular cadence of communication between Generac and Sourcewell Contract Administrator to include frequency of business reviews, protocols for communication engagement between Sourcewell, Generac, and Generac dealers. • Post summary information of the Sourcewell-Generac relationship on our public website. Complete agreement information including pricing, terms, Member information, and dealer Participation Letters will be loaded to the Generac PowerNet intranet site. Generac External Communications • Work collaboratively with Sourcewell to craft and deploy press release statements regarding our new agreement and who can utilize moving forward. • Work proactively with Sourcewell to craft relevant co-branded marketing materials that elaborate on the nature of our relationship, the scope of our agreement, and the process by which clients may procure Generac products and solutions through the Sourcewell-Generac agreement. Please review Attachment 2 for samples of our marketing materials. • Generac will continue to regularly attend national, regional, and supplier-specific trade shows and expos on an annual basis to grow awareness and business within the segment. • We will work collaboratively with Sourcewell to develop relevant promotional materials that will help both Generac and dealer sales representatives' best position Sourcewell and the value of the Sourcewell-Generac agreement to prospective clients in the sectors Sourcewell serves. • Generac will create a Sourcewell-specific page on our external website which contains all the information relevant to the agreement between Generac and Sourcewell – https://www.generacmobileproducts.com/sourcewell • Generac will work collaboratively with Sourcewell post-award to develop a list of priority accounts and project opportunities based on the current Sourcewell Membership list. We will also follow up on all leads provided by Sourcewell in a timely way. Generac has an assortment of branded sales materials, including brochures, cut sheets, and technical specification documents with which we market and promote our offering to key industry sectors. A few of those are included and most are available electronically, 24/7 via www.Generac.com.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Generac engages with customers through an omni-channel digital marketing strategy, allowing customers to interact with us through a variety of different platforms including our website, Google listings, mobile applications, social media tools, and our award-winning project specification tool Power Design Pro™. We use data to help personalize journeys for our customers, ensuring we are compliant along the way. This, in conjunction with our proprietary digital management tools, provides a comprehensive digital experience for our customers. The specific government homepage on our public site provides valuable information to prospective customers looking for Portable Construction Equipment solutions and Sourcewell. Similarly, the Generac PowerNet intranet site and Marketing-On-Demand partner software platform provides even more specific information to our Generac and dealer sales force, giving them tools they need to serve our Sourcewell sector customers using the Sourcewell contract. Marketing a new Sourcewell contract would include using Generac's social media accounts to provide the broadest possible reach. These platforms allow us to learn, collaborate and share broadly with a growing audience using technology as a primary source of information. Social Media Generac uses a suite of social media outlets to ensure we reach our customers 24/7 using their communication vehicle of choice. These outlets include: Facebook LinkedIn YouTube Instagram Reference Sites https://www.generacmobileproducts.com/sourcewell https://www.generacmobileproducts.com/products/government-military https://www.generac.com/gsa https://www.generac.com/Industrial/industrial-solutions/municipal https://www.generac.com/Industrial/industrial-solutions/education https://www.generac.com/Industrial/industrial-government

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We perceive Sourcewell as playing a key role in providing opportunities to communicate with current and new Sourcewell Members. Opportunities could include e-mail blasts, direct marketing, newsletters, tradeshow and advertising. We envision having a presence on the Sourcewell website with links to relevant sales and marketing contacts. We would also offer Sourcewell the opportunity to participate in the joint sales force rollout campaign that we described in question number 36 above.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Generac's GSA contract utilizes an e-procurement system through the GSA e-buy portal. Our distributors and National Accounts can also order using our E-procurement portal. For Sourcewell/Canoe Members, Generac would incorporate the use of Sourcewell's new E-procurement system (Buy Sourcewell) into their ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Generac offers various types of optional training and services for our customers through our Professional Development Seminar Series (PDSS) which includes: a. Onsite Product Training – Industrial Distributor/Generac b. Product Maintenance Training – Industrial Distributor /Generac c. Product Application Training - Industrial Distributor / Generac d. Generator Sizing – Industrial Distributor / Generac e. Generator Switching - Industrial Distributor / Generac f. Paralleling Concepts and Implementation - Industrial Distributor / Generac g. Generator Reliability - Industrial Distributor / Generac h. National Electric Code - Industrial Distributor / Generac i. UL Listing & NFPA Standards - Industrial Distributor / Generac j. Engines & Alternators - Industrial Distributor / Generac k. Generator Controls - Industrial Distributor / Generac l. Creating Performance Based Specifications - Industrial Distributor / Generac m. Emissions - Industrial Distributor / Generac Generac's Professional Development Seminar Series was designed specifically for practicing engineers/customers who wish to expand their understanding of current technologies, sizing, codes & standards, switching technologies and reliable design characteristics surrounding power systems. Participants who successfully complete an individual seminar and achieve a passing score on the associated final assessment will be awarded Professional Development Hours (PDH) and Continuing Education Units (CEU). This also allows for engineers/customers to expand their knowledge of power generation systems. These PDSS training sessions are optional and can be administered by either our local distributor or a Generac sales team member. Please see Attachment 3 for the list of optional training and service seminars.	*

41	Describe any technological advances that your proposed products or services offer.	Generac is a leader in the industry for offering technologically advanced products. With more and more companies seeking to reduce their carbon footprints, the challenges of producing cost effective and environmentally friendly generators have been met head on at Generac. We are the leader in gaseous-fueled choices within the market and offer the most competitive total cost of ownership in the industry. Generac control panel platforms are designed and built to improve reliability and prolong sustainability across various climate conditions. Generac's generator control platforms include automotive type sealed watertight connections to resist water intrusion and corrosion build up. In addition, we utilize 4-20 milliamp senders for easy trouble shooting and serviceability. Our control panel platform includes predictive maintenance notifications providing reminders to perform routine maintenance for the preservation of the life of the generator. Our new and planned product launches that represent technological advances include the MBE series Battery Energy Storage Systems (MBE BESS) and the soon to be released MLTB Battery Light Tower. The MBE BESS is designed to work alone providing single-phase or three-phase zero emission power. It can also be paired with a generator or other charging source to substantially reduce overall emissions while providing temporary power compared to running a generator alone. Similarly, the Battery Light Tower is powered entirely by batteries providing adjustable light intensity output. It can run for several days before requiring recharging. The zero emissions function expands the possibilities for use compared to traditional diesel engine powered generators.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Generac's "green" initiatives are included in attachment 3, Environmental, Social, and Governance (ESG) report.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Generac is currently marketing the use of HVO (Hydrotreated Vegetable Oil) / Renewable Diesel support in our Diesel products.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Generac Power Systems, Inc. is classified as large business. However, many of our Industrial Distributors and sub-dealers within North America are classified as small businesses while some are further classified and/or certified as Women-Owned Small Business, Veteran-Owned Small Business, SWAM certified, HUB, and minority woman owned. Small business partners include, but are not limited to: Kelly Generators, small business; Federal Contractors Corp, Service-Disabled Veteran-Owned and HUBZone small business; ARCCO, small business; Wolverine, small business; ACF Standby Systems, small business; Huntington Power, woman-owned small business. We have included examples of their certifications for reference, please see Attachment 4, Small Business Certifications.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Generac is the only generator manufacturer that primarily focuses on power generation. Generac provides standby, portable and mobile generators and light towers with broad capabilities across the government, industrial, light-commercial, and residential markets. We believe that our engineering capabilities and core focus on generators provides manufacturing flexibility and enables us to maintain a first-mover advantage over our competition for product innovation. We also believe our broad product offerings, diverse distribution model, and strong factory support provide additional advantages. We strive to find the best possible way to provide the greatest return on investment for our customers.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All products include a Limited Warranty, as defined in the product warranty statements, and cover defects in design and workmanship for the defined period. Please refer to Attachment 5 to review our warranty policies for claim procedures, specific qualifying coverages, conditions, and requirements. Normal maintenance items (i.e., oil filters, air filters, etc.) and/or wear items (i.e., brake pads, light bulbs, etc.) are not covered, as set forth in the warranty statements.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our basic warranties are comparable with industry standards. Please refer to attached warranty statements in Attachment 5 for specific coverages according to product lines.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please refer to attached warranty statements in Attachment 5 for specific coverages according to product lines.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Generac has certified technicians in all regions of North America.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All Generac products offered under this RFP and subsequent contract will be covered under Generac's warranty policies.	*
51	What are your proposed exchange and return programs and policies?	Generac may choose to repair, replace, or refund a piece of equipment in its sole discretion. The determination to repair, replace or refund is reviewed on a case-by-case basis.	*
52	Describe any service contract options for the items included in your proposal.	Generac Service/maintenance contract options depend upon the type of product procured and the application it will be used. Service/maintenance agreements are available as open market or sourced services and can be quoted on a case-by-case basis.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Generac's standard payment terms are NET 30 days, subject to review and approval by our Credit Dept. Under certain situations Generac will consider alternate terms. Generac's standard terms and conditions are list below. Net 30 days, subject to review and approval by our Credit Dept. Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to ahead of time. Warranty is invalid without factory start up. Startup will be done during normal business hours. Additional charges will be applied to start-ups requested on weekends or off normal business hours.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Generac offers financing options through Wells Fargo.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Generac will use their standard quote forms, as applicable, to provide a comprehensive quotation with pricing and submittal documents to Sourcewell/Canoe participating entities. This standard form provides detailed information on the equipment being quoted (see attachment 6). Our standard terms and conditions are referenced on the form. The quote reference number can be easily used to convert the quote into an order in our system, thus minimizing the number of documents a Sourcewell/Canoe entity needs to complete to place an order. Our standard account set up form will also be used to establish an account in our system for any new Sourcewell/Canoe entity if they choose to order direct from Generac. Please see attachment 6 for a sample of this document.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-cards as a form of payment. There is no additional cost to Sourcewell Members for using this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Generac Power Systems is using a line-item discount model. MSRP is determined and then a percentage off that will be applied at the line-item level. Please refer to our attached product pricing sheets in attachment 7.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing discounts are approximately 28%-50% off MSRP depending on product line. Please see product pricing sheets in Attachment 7.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts can be offered on a case-by-case basis.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any "sourced" or "Open Market" item would be quoted and priced at a percentage off standard MSRP list pricing.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Total costs associated with the purchase of our products are covered in our pricing matrix. Total cost for contracted items NOT included in our pricing include start-up, standard user training, and freight charges. Freight charges will be defined during the procurement process based on delivery location and quantity of units.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Generac ships from various plant locations, depending upon the products ordered. We contract with dedicated carriers who can also consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer's cost if a customer encounters unforeseen site problems where it is necessary to delay delivery of the unit. Shipping costs are a separate line item and will be determined at time of procurement based on delivery location and quantity of products shipping to location. Generac's intent is to ensure freight charged is accurate, competitive and fair to the Sourcwell member.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Generac ships from various plant locations, depending upon the products ordered. We contract with dedicated carriers who can also consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer's cost if a customer encounters unforeseen site problems where it is necessary to delay delivery of the unit.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Generac contracts with dedicated carriers who can consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer's cost if a customer encounters unforeseen site problems where it is necessary to delay delivery of the unit.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Because Sourcewell pricing is preferential, all distributors will need to obtain pricing from the Generac Inside Sales Team. All quotations will be coded internally so when an order is placed our system captures the data. All purchase orders will be submitted to our Generac designated account manager for review prior to being sent to our dedicated order management team for processing. Our order management team will audit all orders to confirm they are coded correctly to ensure compliance with the contract. Any errors found by either the Generac designated account manager or the order management team will be relayed to the Sourcewell member with a request for a corrected PO. Generac or its distributor will invoice the Sourcewell member once their order ships and/or all other work such as startup and/or training is completed. Quarterly sales reports will be generated based on the internal coding for Sourcewell orders and the quarterly administrative fee will be calculated and paid accordingly.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Generac will apply the principles of our Supplier Relationship Management plan (SRM) that we use with all channel partners, please refer to attachment 3 for a copy of this plan. In addition to this, Generac will use several internal metrics to measure our contract success. This includes but may not be limited to tracking total dollars being quoted; total quotes being generated; calculating the win rate on quotes generated; and calculating the total dollars ordered.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Generac will offer a 2.0% administrative fee under this RFP and subsequent contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Generac Power Systems is a leading designer and manufacturer of a wide range of engine powered products. Our innovative solutions help municipal, construction, rental, infrastructure, military, disaster response, oil and gas, mining, airline and event professionals optimize operations, enhance safety, and streamline workflows for maximized efficiency. Our product offerings as related specifically to the scope of the Portable Construction Equipment with Related Accessories and Attachments RFQ include: · Diesel Powered Prime and Standby Rated Mobile Generators 8 kW – 500 kW size range - Single and three phase - Skid or trailer mounted - Standard and custom options available · Mobile Prime Power Rated Gaseous Generators 132 kW – 360 kW size range - Three phase - Skid or trailer mounted - Natural gas, LP or wellhead gas fueled - Standard and custom options available · Portable Generators 2 kW – 17.5 kW Gasoline fueled size range 5 kW Diesel fueled - Accessories available · Mobile Light Towers - LED - Diffused Lighting 2 kW – 20 kW export power size range - Diesel or Electric Powered - Standard and custom options available - Extended run times - Auto, programmable, and dusk-to-dawn start · Mobile Heat Products - Flameless Air - Indirect Fired - Sizes from 400,000 to 4,200,000 BTUs - Accessories available · De-Watering Pumps - Diaphragm pumps - Options and accessories available · Pressure Washers - Commercial and contractor grade models · Maintenance, Repair and Accessory Kits · Installation, Maintenance, and Repair Services. · Mobile Battery Energy Storage MBES – Off-grid products · Hydrogen Fuel Cell Generator In addition, we also offer generator-related design, installation, maintenance, and repair services. Please refer to The Generac Advantage Brochure, found in attachment 3, as well as Generac's product brochures and spec sheets to review all the products and services we can offer Sourcewell/Canoe members.
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70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	· Generator · Genset · Emergency Generator · Prime Powered Generator · Generator Set · Diesel Generator · Natural Gas Generator · Wellhead Gas Generator · Portable Generator · Mobile Generator · Trailer Mounted Generator · Skid Mounted Generator · Temporary Power · Mobile Light Tower · Mobile Light Plant · Trailer Mounted Light Tower · LED Light Tower · Metal Halide Light Tower · Diffuse Lighting · Diffused Lighting · Light Tower · Light Plant · Light Cart · Portable Lighting · Mobile Heat · Construction Heat · Portable Heat · Temporary Heat · Emergency Heat · Indirect Flame Heat · Flameless Heat · Surface Heat · Pump · De-watering Pump · Diesel Pump · Diaphragm Prime · Mud Pump · Mud Sucker Pump · Sludge Pump · Battery Storage · Hydrogen Fuel Cell Generator · Solar Light Tower
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Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments	
71	Air Compressors	☐ Yes ☒ No	N/A	*
72	Light Towers	☒ Yes ☐ No	Our light towers range from 0 kW to 20 kW.	*
73	Generators	☒ Yes ☐ No	Our portable generators range from 2 kW to 17 kW, 8 kW to 500 kW for our mobile (trailer or skid mounted) diesel generators, and 132 - 236 kW mobile gaseous (trailer or skid mounted) generators.	*
74	Pressure Washers	☒ Yes ☐ No	Generac is offering our full line of pressure washers which range in size from 2,000 psi up to 4,200 psi.	*
75	Welders	☐ Yes ☒ No	N/A	*
76	Aerial Equipment (scissor lifts/manlifts)	☐ Yes ☒ No	N/A	
77	Pumps (less than 30 HP)	☒ Yes ☐ No	Generac is offering their full product line of water pumps ranging in size from 1"-3" discharge ports. Offerings include clean-water pump with hose kits, semi-trash water pumps, chemical water pumps, trash water pumps, and wheel mounted diaphragm pumps.	
78	Soil Compaction Equipment	☐ Yes ☒ No	N/A	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Attachment 7.zip - Wednesday February 08, 2023 16:40:17
 - [Financial Strength and Stability](#) - Attachment 1.zip - Wednesday February 08, 2023 16:40:47
 - [Marketing Plan/Samples](#) - Attachment 2.zip - Wednesday February 08, 2023 16:41:26
 - [WMBE/MBE/SBE or Related Certificates](#) - Attachment 4.zip - Wednesday February 08, 2023 16:41:51
 - [Warranty Information](#) - Attachment 5.zip - Thursday February 09, 2023 08:10:02
 - [Standard Transaction Document Samples](#) - Attachment 6.zip - Wednesday February 08, 2023 16:42:41
 - [Upload Additional Document](#) - Attachment 3.zip - Thursday February 09, 2023 08:32:46

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Lynn Jones, Account Manager II - Government Sales, Generac Power Systems Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Portable_Construction_Equipment_RFP_020923 Tue January 24 2023 09:14 AM	☒	1
Addendum_1_Portable_Construction_Equipment_RFP_020923 Wed December 28 2022 01:43 PM	☒	1

December 8, 2023

To Whom It May Concern:

I confirm that Federal Contracts Corporation is a Generac government sales channel partner and has authorization to provide quotations off Generac Power Systems Inc. Sourcewell contract 020923-GNR.

Sincerely,



John Semrad
Director of Sales



Staff Report

City Commission Regular Meeting

August 28, 2025



To: City Commission
From: Dale Martin, City Manager
Meeting Date: August 28, 2025
Item Name: Resolution 2025-65. A Resolution by the City Commission of the City of Flagler Beach, Florida, adopting 2025/2026 Fee Schedule for Water, Sewer, Stormwater, Sanitation, Building Permit, Inspections, Plan Review, Growth Management Technology, Zoning and Land Development, Engineering Permit and Review, Business Licensing, Impact, Library, Police, Fire, Administrative, and other miscellaneous fees; repealing Resolutions 2025-08, 2021-24, 2016-20, 2012-46 and 2011-33; providing for conflict and an effective date.

Background:

Resolution 2025-65 adopts the City of Flagler Beach's 2025/2026 comprehensive fee schedule. The updated schedule establishes fees for a wide range of municipal services, including water, sewer, stormwater, sanitation, building permits, inspections, plan review, growth management technology, zoning and land development, engineering permits and reviews, business licensing, impact fees, library services, police and fire services, administrative functions, and other miscellaneous items.

The new schedule reflects a 2.25% increase to sanitation and stormwater fees, as well as updated fees for City Clerk, Planning and Zoning, Engineering, and Fire services. In addition, this resolution initiates Phase Two updates to impact fees, providing a more accurate structure for funding capital improvements associated with growth and development. These adjustments are intended to better align fees with the actual cost of service delivery, improve cost recovery, and reduce reliance on general fund subsidies. The resolution repeals prior fee-related resolutions to ensure consistency under the newly adopted schedule, provides for conflict resolution, and specifies the effective date.

Fiscal Impact:

The 2025/2026 fee schedule includes a 2.25% increase to sanitation and stormwater fees, providing additional revenue to support the City's enterprise funds and offset rising operating costs. Adjustments to City Clerk, Planning and Zoning, Engineering, and Fire fees are also included to better reflect the actual cost of staff time, permitting, inspections, and review

processes. In addition, Phase Two updates to impact fees are implemented to align rates with the cost of infrastructure and capital improvements associated with new development. These revisions are expected to improve cost recovery for services, reduce reliance on general fund subsidies, and ensure that development- and service-related expenses are more equitably distributed to users.

Staff Recommendation:

Staff recommends approval of Resolution 2025-65.

Attachments:

1. 2025-65 w exhibit final 08202025

RESOLUTION 2025-65

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, ADOPTING A 2025/2026 FEE SCHEDULE FOR WATER, SEWER, STORMWATER, SANITATION, BUILDING PERMIT, INSPECTIONS, PLAN REVIEW, GROWTH MANAGEMENT TECHNOLOGY, ZONING AND LAND DEVELOPMENT, ENGINEERING PERMIT AND REVIEW, BUSINESS LICENSING, IMPACT, LIBRARY, POLICE, FIRE, ADMINISTRATIVE, AND OTHER MISCELLANEOUS FEES; REPEALING RESOLUTIONS 2025-08, 2021-24, 2016-20, 2012-46 AND 2011-33; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, Section 5.03.39 and 5.03.56 of the Land Development Regulations require the rate schedules for Water and Sewer Services be adopted by resolution, and

WHEREAS, Chapter 11, Section 11-13 requires the fees for solid waste collection be adopted by resolution of the City Commission, and

WHEREAS, Section 5.03.123 (8) of the Land Development Regulations directs the city to analyze the Stormwater Fund for the cost of services and benefits provided, and the system and structure of fees, charges, fines and other revenues of the utility annually to ensure an equitable, adequate and stable utility rate and fee structure and to achieve a stable financial position for the utility, and

WHEREAS, the City of Flagler Beach has determined it to be in the public's interest to recover costs associated with Building Permit Plan Review and Inspections associated with the Florida Building Code, Zoning, Land Development Review, Engineering Review and Inspections and miscellaneous fees to compensate for the cost of the activities.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AS FOLLOWS:

SECTION 1. The Water and Sewer Base Fees should support the Capital Expenditures and Debt Service for the Utility Fund. The Water and Sewer Flows should support the operations of the Water and Wastewater Plants.

SECTION 2. The Stormwater Fees should support the expenses of the utility and provide for future infrastructure.

SECTION 3. The rates to be paid for Water and Sewer Services and Stormwater

Fees shall be in accordance with "Exhibit A", attached hereto and made a part hereof.

SECTION 4. The Sanitation Fees should support the expenses of the utility and provide for capital purchases.

SECTION 5. That the rates to be paid for Sanitation shall be in accordance with "Exhibit A", attached hereto and made a part hereof.

SECTION 6. The City Commission of the City of Flagler Beach has established by Resolution 2025-65 a list of activities for which the city shall levy a fee or charge. It is the intent of these regulations that the City of Flagler Beach shall not be required to bear any part of the cost of applications, petitions, material and maintenance of material made under the specified activities listed and that the fees and costs involved in the processing of applications, petitions material and maintenance of material shall be borne by the applicant. Each applicant shall submit a deposit based on an estimate of fees and charges for review and evaluation of subject materials upon application submittal. Should, at any time during the review process, the deposit rendered be insufficient, additional monies shall be collected prior to completing the review process. The City of Flagler Beach Finance Department shall issue refunds for all unused monies that remain.

SECTION 7. All Resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

SECTION 8. This Resolution shall become effective October 1, 2025.

PASSED AND ADOPTED THIS 28th DAY OF AUGUST 2025.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Patti King, Mayor

Attest:

Penny Overstreet, City Clerk

City of Flagler Beach

Fee and Fine Schedule

FY 2025-2026



BUILDING DEPARTMENT

Residential Single Family / Commercial Building Permit Fees

Application - non-refundable in addition to the applicable fees below	\$	35.00
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Permit Fees are Based on Total Construction Cost

\$0 to \$2,000	\$	50.00
\$2,001 to \$5,000	\$	110.00
	\$	110.00
\$5,001 and Above - Residential	+ \$6 per \$1,000 Total Cost	
	\$	110.00
\$5,001 and Above - Commercial	+ \$7 per \$1,000 Total Cost	

Miscellaneous Permits

Certificate of Occupancy or Completion

Residential - For Requests without Permits	\$	100.00
Commercial - For Change in Tenant	\$	200.00
Demolition	\$	75.00
House Moving Permit	\$	75.00
Roofing/Siding/Windows		Per Fee Table Above
Temporary Construction Trailer	\$	100.00
Wall Sign		Per Fee Table Above
Free Standing Sign		Per Fee Table Above

Plan Review Fees

Plan Review

Residential Project	25% of the Permit Fee
Commercial Project	25% of the Permit Fee

Plan Resubmittal (1st free)

Residential Project	10% of the Permit Fee
Commercial Project	20% of the Permit Fee

Certificates and Inspections

Replacement of Permits, CO's, etc.	\$	50.00
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Re-Inspection Fee

1st Time	\$	50.00
2nd Time	\$	75.00
3rd and Subsequent Time	\$	120.00
Inspections Outside of Normal Business Hours	\$75 per Hour (\$150 Minimum)	
Preliminary/Code Compliance/Safety Inspections	\$	100.00
Utility Reconnect Inspection Fee	\$	25.00

Other Fees

	\$	100.00
Fee for Work Done Without a Permit	+ 2 x the Original Permit Fee	
Minor (50% or Less) Plan Revision Reviews - Revision or Change to Plans After Approval	\$	75.00 per Hour (\$150 Minimum)
Transfer of Permit/Change of Contractor	\$	25.00
Early Power	\$	50.00

Temporary Power Pole Only	\$	25.00
Pool Fence Building Review	\$	25.00

NOTE: All fees must be paid at time of submittal unless otherwise noted.

BUILDING DEPARTMENT

Closeout/Expired Permits

	\$	250.00
		plus any outstanding fees from original permit
Building or Addition	\$	120.00
		plus any outstanding fees from original permit
In-Ground Pool	\$	40.00
		plus any outstanding fees from original permit
Other Types of Work		
Minimum Plumbing	\$	35.00
	\$	100.00
		plus 2 x Permit Fee
Penalty for Working Without a Permit		
Change of Use or Occupancy Inspection	\$	150.00
Failure to Call for Inspection	\$	50.00

Other Miscellaneous Fees

Plan Review for Valuations > \$2,500.00

First Review		10% of the Permit Fee
Second Review		15% of the Permit Fee
Third or More Review		40% of the Permit Fee

Inspections

First Return	\$	30.00
Second Return	\$	60.00
Third or More Return	\$	120.00

Other Misc. Fees

Transfer of Permit to Another Contractor	\$	100.00
Change of Subcontractor - each	\$	25.00
Master Files - per year	\$	50.00
	\$	2.50
		plus .01% of the Valuation
Education Fee	\$	2.50
		plus .01% of the Valuation
Technology Fee		

Early Power

Residential	\$	25.00
Commercial	\$	50.00

Permit Expediting/Inspection Fees

Expedited Plan Review - Per Hour (1 Hour Minimum)	\$	95.00
1st Rough Plumbing - Inspection - Per Hour (2 Hour Minimum)	\$	85.00
Slab Inspection - Per Hour (2 Hour Minimum)	\$	85.00
Framing/Truss Inspection - Per Hour (2 Hour Minimum)	\$	85.00

FMEP - Inspection - Per Hour (2 Hour Minimum)	\$	85.00
Insulation - Inspection - Per Hour (2 Hour Minimum)	\$	85.00
Drywall - Inspection - Per Hour (2 Hour Minimum)	\$	85.00
Final - Inspection - Per Hour (2 Hour Minimum)	\$	85.00
Same Day Review/Inspections - Plus Hourly Rate and Minimums	\$	50.00

BUILDING DEPARTMENT

Miscellaneous Building Permit Fees cont.

Mobile Home

Tie Down and Foundation	\$	100.00
Plumbing and Sewer	\$	25.00
Electrical Service Connection	\$	25.00
Mechanical Service Connection	\$	25.00
	\$	50.00
Used Mobil Home Checklist		plus Mileage per IRS

Pool/Spa

In-Ground Pool - Residential

Pool/Spa	\$	75.00
Minimum Electrical	\$	35.00
Minimum Plumbing	\$	35.00
Pool/Spa Safety Barrier Enclosure	\$	25.00
Pool Aluminum Enclosure	\$	70.00

Above Ground Pool - Residential

Pool/Spa	\$	45.00
Minimum Electrical	\$	35.00
Minimum Plumbing	\$	35.00

Public/Commercial Pool

Pool/Spa	\$	100.00
Minimum Electrical	\$	50.00
Minimum Plumbing	\$	50.00
Pool/Spa Safety Barrier Enclosure	\$	50.00
Pool Aluminum Enclosure	\$	70.00
	\$	25.00

or 25% of the Original Permit Fees (greater)

Review of Revisions to Approved Plans	\$	25.00
Stamp Extra Set of Plans		per Set
90 Day Permit Extension	\$	25.00

\$0.15 per one sided legal size or smaller, \$0.20 per two sided legal size or smaller or actual cost of duplication of record.

Archive Copies

Letter of Compliance (i.e. Department of Environmental Protection, Exam Verification, Letters of Good Standing) - each	\$	25.00
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Scanning	Free up to five 8.5 x 11 pages; \$0.50 per page < 11 x 17, \$1.00 per 11 x 17 and larger page, truss packages \$25.00 or \$0.50 per page, whichever is less.	
Prints of Scanned Large Format Documents - per page	\$	7.00

BUILDING DEPARTMENT

Miscellaneous Building Permit Fees

Application - non-refundable in addition to the applicable fees below	\$	35.00
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Permit Fees Are Based on Total Construction Cost

Addition	\$40 + \$6 per 1000 Valuation
Aluminum	\$40 + \$6 per 1000 Valuation
Boathouse	\$40 + \$6 per 1000 Valuation
Building	\$40 + \$6 per 1000 Valuation
Commercial Hardscape	\$40 + \$6 per 1000 Valuation
Demolition	\$40 + \$6 per 1000 Valuation
Siding/Windows	\$40 + \$6 per 1000 Valuation
Fence	\$40 + \$6 per 1000 Valuation
Hurricane Shutters	\$40 + \$6 per 1000 Valuation
Insulation	\$40 + \$6 per 1000 Valuation
Irrigation	\$40 + \$6 per 1000 Valuation
LP Gas	\$40 + \$7 per Outlet
Moving Structures	\$40 + \$6 per 1000 Valuation
Roofing	\$40 + \$6 per 1000 Valuation
Seawall	\$40 + \$6 per 1000 Valuation
Sign	\$40 + \$6 per 1000 Valuation
Solar	\$40 + \$6 per 1000 Valuation
Other Types of Work	\$40 + \$6 per 1000 Valuation

Electrical

Low Voltage	\$35 + \$6 per 1000 Valuation
Single Phase	\$ 35.00
	plus \$6.00 per 1000 Valuation or \$0.50 per Amp (whichever is greater)
3-Phase (< 240 Volts)	\$ 35.00
	plus \$6.00 per 1000 Valuation or \$0.75 per Amp (whichever is greater)
3-Phase (> 240 Volts)	\$ 35.00
	plus \$6.00 per 1000 Valuation or \$1.00 per Amp (whichever is greater)

Plumbing	\$ 35.00
	plus \$7.00 per Fixture, Floor Drain or Trap

Mechanical

< 3 Ton	\$	50.00
> 3 Tons and < 10 Tons	\$ 50.00 + \$12 per Ton > 3	
> 10 Tons and < 25 Tons	\$134.00 + \$10 per Ton > 10	
> 25 Tons and < 50 Tons	\$284.00 + \$6.50 per Ton > 25	
> 50 Tons	\$446.50 + \$5.50 per Ton > 50	

BUSINESS LICENSINGDog Friendly Dining Permit

Application Fee	\$	100.00
Yearly Fee	\$	150.00

Wayfinding Sign (per blade)

Per Blade Application Fee	\$	55.00
Maintenance and Admin Fee	\$	45.00
1/2 Year Maintenance and Admin Fee (April 1st)	\$	22.50

Business License (Brick and Mortar)

Application Fee	\$	60.00
Yearly Fee	\$	55.12
1/2 Year LBTR (April 1st)	\$	27.56

Home Business License

Application Fee	\$	60.00
Yearly Fee	\$	55.12
1/2 Year LBTR (April 1st)	\$	27.56

Short Term Rental Permit

Application Fee	\$	60.00
Yearly Fee (per unit)	\$	50.00

Short Term Rental LBTR

Application Fee	\$	60.00
Yearly Fee	\$	55.12
1/2 Year LBTR (April 1st)	\$	27.56

Transfer of LBTR/STR

	\$	5.51
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Fire Safety Inspection

- Same fee applies for reinspection/fines -

Initial Fire Safety Inspection	\$	50.00
Annual Fire Safety Inspection	\$	50.00

Reinspection Fees

Reinspection Fee - 1st Attempt (per 5,000 square feet)	\$	75.00
Reinspection Fee - 2nd Failure Attempt (per 5,000 square feet)	\$	75.00
Reinspection Fee - 3rd Failure Attempt + city magistrate (per 5,000 square feet)	\$	500.00

Short Term Rental

Initial Inspection	\$	400.00
Annual Reinspection	\$	200.00

Yearly Sanitation Surcharge (Master Meter)

- Commercial Rate - Residential Rate x 12		TBD
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Roll off Container Permit

Initial Application Fee	\$	1,000.00
Yearly Fee	\$	900.00
Zoning Review	\$	60.00

CITY CLERK**Fees**

Binding Lot	\$	150.00
Door To Door Solicitation	\$	150.00
Outdoor Entertainment License	\$	150.00
Estoppel Research Fee	\$	25.00
Records Request		

The charge for single sided photocopies on letter sized paper is \$0.15 per page or \$0.20 per page for double side copies. For color copies, the charge is \$1.00. Audio copies of meetings are available at \$3.00 a disk. Could include an hourly charge for labor if applicable.

Notary Services	No Charge
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APPLICATION FEESEvent Permit Application Fee:

- Major Event	\$	200.00
- Intermediate Event	\$	100.00
- Minor Event	\$	50.00

OTHER FEES

Itinerant License Fee (Per Vendor)	\$	25.00
Use of Restrooms (Per Day)	\$	35.00
Police Department (Per Hour, Per Officer)	\$	70.25
Sanitation (Per Day)	\$	193.15
Barricades (Per Barricade)	\$	2.00
Safety Cones (Per Cone)	\$	1.00
Electric Use (Per day, per Outlet)	\$	15.00

City Staff (Per Hour, Per Staff Member- Rate: time and a 1/2 - fully loaded rate of hourly staff or salary rate - fully loaded)	\$	34.66
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Building Inspection Temporary Structures Special events for Surf Event

Observation decks/scaffolding and for stages higher than 18 inches	\$	50.00
Fire Inspection Fee for Special events w/tents over 200 sq. feet	\$	50.00

Administrative Fee - 30% of Total Cost Excluding Itinerant License Fees

ENGINEERING

FEES

Application	\$	75.00
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- a non-refundable application fee is in addition to the applicable fees below

REVIEW FEES

<u>Clearing and Grading</u>		
Review	\$	75.00
Per Inspection	\$	75.00

<u>SFR - Site Plan Review, New and Additions</u>		
Review	\$	75.00
Per Inspection	\$	75.00

PUD Site Plan Stormwater Management Review - **per acre**

<u>Driveways and or Pavers</u>		
Review	\$	75.00
Per Inspection	\$	75.00

<u>Pools and Decks</u>		
Review	\$	75.00
Per Inspection	\$	75.00

<u>Commercial - New and Additions</u>		
Review	\$	100.00
Per Inspection	\$	75.00

Review Elevations Certificated, Final EC Only	\$	55.00
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Review Final Survey & Inspection	\$	75.00
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Re-Submission Final Survey & Inspection	\$	75.00
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Reinspection Fee	\$	55.00
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NOTES: ALL FEES MUST BE PAID AT TIME OF SUBMITTAL UNLESS OTHERWISE NOTED.

ALL FEES ARE NON-REFUNDABLE UNLESS AN ERROR HAS BEEN MADE BY CITY STAFF

IMPACT FEES - PHASE 2

FLAGLER COUNTY IMPACT FEES

Single Family Residence		
County Emergency Medical Service Impact Fee	\$	62.00

County Education Facilities Impact Fee	\$	5,450.00
Total County Impact Fee for Single Family Residence	\$	5,512.00

Multi - Family Residence

County Emergency Medical Service Impact Fee	\$	32.00
County Education Facilities Impact Fee	\$	1,360.00
Total County Impact Fee for Manufactured Home	\$	1,392.00

Mobile Home

County Emergency Medical Service Impact Fee	\$	45.00
County Education Facilities Impact Fee	\$	2,150.00
Total County Impact Fee for Mobile Home	\$	2,195.00

IMPACT FEES FOR NEW SINGLE-FAMILY RESIDENCES, DUPLEXES AND TOWNHOMES

1,100 or less square feet

Fire	\$	538.00
Police	\$	455.00
Parks & Recreation	\$	539.00
Library	\$	123.00
Administrative Fee	\$	3.00
1,100 or less square feet Total Fee	\$	1,658.00

1,101 to 1,500 sq ft

Fire	\$	849.00
Police	\$	717.00
Parks & Recreation	\$	850.00
Library	\$	193.00
Administrative Fee	\$	5.00
1,101 to 1,500 sq ft Total Fee	\$	2,614.00

1,501 to 2,000 sq ft

Fire	\$	1,071.00
Police	\$	905.00
Parks & Recreation	\$	1,073.00
Library	\$	244.00
Administrative Fee	\$	6.00
1,501 to 2,000 sq ft Total Fee	\$	3,299.00

2,001 to 2,500 sq ft

Fire	\$	1,247.00
Police	\$	1,054.00
Parks & Recreation	\$	1,250.00
Library	\$	284.00
Administrative Fee	\$	7.00
2,001 to 2,500 sq ft Total Fee	\$	3,842.00

IMPACT FEES - PHASE 2

2,501 to 3,000 sq ft

Fire	\$	1,392.00
Police	\$	1,176.00
Parks & Recreation	\$	1,395.00
Library	\$	317.00
Administrative Fee	\$	8.00
2,501 to 3,000 sq ft Total Fee	\$	4,288.00

3,001 to 3,500 sq ft

Fire	\$	1,516.00
Police	\$	1,281.00
Parks & Recreation	\$	1,519.00
Library	\$	345.00
Administrative Fee	\$	8.00
3,001 to 3,500 sq ft Total Fee	\$	4,669.00

3,501 sq ft or more

Fire	\$	1,625.00
Police	\$	1,373.00
Parks & Recreation	\$	1,628.00
Library	\$	370.00
Administrative Fee	\$	9.00
3,501 sq ft Total Fee	\$	5,005.00

IMPACT FEES - PHASE 2

IMPACT FEES FOR NON-RESIDENTIAL FEE PER 1,000 SQ FT

Industrial

Fire	\$	451.00
Police	\$	381.00
Parks & Recreation	\$	-
Library	\$	-
Administrative Fee	\$	4.00
Industrial Total Fees	\$	836.00

Commercial

Fire	\$	2,261.00
Police	\$	1,911.00
Parks & Recreation	\$	-
Library	\$	-
Administrative Fee	\$	6.00
Commercial Total Fees	\$	4,178.00

Office and Other Services

Fire	\$	1,003.00
Police	\$	848.00
Parks & Recreation	\$	-
Library	\$	-

Administrative Fee	\$	9.00
Office and Other Services Total Fees	\$	1,860.00
Institutional		
Fire	\$	1,380.00
Police	\$	1,166.00
Parks & Recreation	\$	-
Library	\$	-
Administrative Fee	\$	8.00
Institutional Total Fees	\$	2,554.00

IMPACT FEES - PHASE 2

WATER AND SEWER IMPACT FEES

5/8" x 3/4" Water Meter

Water Impact Fee	\$	3,007.00
Water Connection Fee	\$	615.00
Water Meter Deposit - Resident (owner)	\$	60.00
Water Meter Maintenance Fee	\$	25.00
Sewer Impact Fee	\$	3,806.00
Sewer Connection Fee	\$	1,200.00
Sewer Inspection Fee	\$	25.00
5/8" x 3/4" Water Meter Impact Fee Total	\$	8,738.00

1" Water Meter

Water Impact Fee	\$	5,022.00
Water Connection Fee	\$	765.00
Water Meter Deposit - Resident (owner)	\$	150.00
Water Meter Maintenance Fee	\$	25.00
Sewer Impact Fee	\$	6,356.00
Sewer Connection Fee	\$	1,200.00
Sewer Inspection Fee	\$	25.00
1" Water Meter Impact Fee Total	\$	13,543.00

1 1/2" Water Meter

Water Impact Fee	\$	10,015.00
Water Connection Fee	\$	950.00
Water Meter Deposit - Resident (owner)	\$	300.00
Water Meter Maintenance Fee	\$	25.00
Sewer Impact Fee	\$	12,673.00
Sewer Connection Fee	\$	1,200.00
Sewer Inspection Fee	\$	25.00
1 1/2" Water Meter Impact Fee Total	\$	25,188.00

Note: List is not all -inclusive loss of fees. Additional fees will apply for larger meters or tenants.

* For property in Rio Mar, Pebble Beach, Custers Palm Harbor Subdivision and Palma Vista

** For Property in Cedar Island Subdivision, no Water or Sewer Connection Fee will be assessed.

*** Sewer Connection outside City Limits Gravity or Low Pressure \$1,425.

SEWER CONNECTION FEES WILL BE ASSESSED PRIOR TO ISSUANCE OF PERMIT
ADDITIONAL FEES ABOVE STANDARD CONNECTION FEES MAY APPLY

LAND USE DEVELOPMENT

LAND USE APPLICATION FEES

Application Classifications

****Comprehensive Plan Future Land Use Map Amendment**

- Small area per Section 163.3187 (1) (a), Florida Statute	\$	2,200.00
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**Comprehensive Plan Future Land Use Map Amendment - Large Scale	\$	3,000.00
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**Comprehensive Plan Amendment - Other Than Future Land Use Element	\$	1,000.00
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**Development of Regional Impact	\$	2,220.00
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****Development of Regional Impact Amendment/Notice of**

Proposed Change/Substantial Deviation	\$	2,220.00
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Zoning Map Amendment:

50 Acres or Less	\$	800.00
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More than 50 Acres	\$ 800.00 Plus \$25 per Acre
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** Master Planned Development/Development Agreement	\$ 800.00 Plus \$25 per Acre
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\$ 400.00 plus \$25 per
Acre or any fraction therefrom

Amendment - Master Planned Development/Development Agreement affected by the proposed

*** Cost for reviewing surveyor shall be paid by the applicant and evidence of payment is required prior to final plat approval.**

**** Additional costs for consultant services to be paid by applicant if considered necessary as determined by City Staff.**

NOTE: Costs associated with required Legal Ads, Public Notices, Affected Property Sign Posting, shall be paid by applicant.

Amendment - Master Planned Development/Development Agreement	\$	400.00 Modification
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CONCURRENCY

Application Classifications

Concurrency Determination	\$	250.00
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Proportionate Fair Share Agreement Application	\$	500.00
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FIELD COMPLIANCE REVIEW AND TECHNICAL SERVICE

Application Classifications

Environmental, Landscape and Arborist Services - per hour	\$	30.00
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Tree Removal - Nonresidential	\$	50.00
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Technical Review for FEMA Map Revisions and Base Flood Elevations	\$	300.00
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Tree Bank Fund:

Sabal Palm	\$	275.00
Shade Tree (2" cal) or Understory (1.5" cal) 30 gallon	\$	220.00
Shade Tree (3.5" cal)	\$	580.00
Sidewalk Fund - per linear foot	\$	35.00

NOTE: ALL FEES MUST BE PAID AT TIME OF SUBMITTAL UNLESS OTHERWISE NOTED.

ALL FEES ARE NON-REFUNDABLE UNLESS AN ERROR HAS BEEN MADE BY CITY STAFF

LAND USE DEVELOPMENT

DEVELOPMENT REVIEW FEES

Application Classifications

Major Site Plan:

Duplex development/two or more building units	\$	1,000.00
Conceptual Site Plan	\$	150.00
Multi-family Residential with 20 or fewer units	\$	1,000.00
Multi-family Residential with more than 20 units	\$	1,500.00
Multi-family Residential - Addition	\$	600.00
Multi-family - Accessory Structure	\$	500.00
Commercial building with 10,000 sq ft of area or less	\$	400.00
	\$	400.00 plus \$ 3 per 1,000 sq ft over 10,000 sq ft
Commercial building with more than 10,000 sq ft of floor area		

Accessory Structure:

Multi-family Residential	\$	600.00
Non-residential - exceeding 10% of existing 1st floor area or 500 sq ft	\$	600.00

Addition:

Multi-family Residential	\$	600.00
Non-residential	\$	600.00

____ exceeding 10% of existing 1st floor building area or 500 sq ft (greater)

Conversions:

Residential to Non-residential (Comm. District)	\$	600.00
Transient Lodging to Multi-family or Commercial	\$	1,000.00

Recreational Patio or Deck:

Multi-family Residential	\$	600.00
Commercial	\$	600.00

Survey:

Foundation	\$	20.00
Final (As Built)	\$	20.00
Resubmittal	\$	15.00

\$ 250.00 or \$ 25.00 per acre
whichever is greater

Subdivision Master Plan		
Subdivision Preliminary Plat and Construction Plan	\$	1,275.00
Subdivision Final Plat	\$	1,275.00
Re-Plat	\$	850.00

Subdivision Non-Statutory (Minor)	\$ 250.00 or \$ 25.00 per acre whichever is greater
Subdivision Application Compliance Review	\$ 500.00
Application Amendment	25% of the Original Permit Fee or \$25 (Greater)

Resubmittal Fees	25% of the Original App. Fee; after 2nd submittal
Parking Lot:	
Containing 7 or less vehicular parking spaces not associated with a structure requiring major site plan approval	\$ 300.00
Containing more than 7 vehicular parking spaces	\$ 600.00

NOTE: All fees must be paid at time of submittal unless otherwise noted.

LAND USE DEVELOPMENT

ADMINISTRATIVE FEES Application Classifications

Abated Application	\$ 100.00
Adult Arcade Amusement Center	\$ 500.00
Addition - SFR	\$ 50.00
Annexation	\$ 1,000.00
Application Intake	\$ 35.00
Appeal: Planning and Architectural Review Board	\$ 125.00
Appeal: City Commission	\$ 125.00
Application Resubmittal	\$ 15.00
Binding Lot/Rescission	\$ 100.00
Boathouse/Slip/Dock/Deck	\$ 50.00
Concurrency Determination	\$ 150.00
Fence	\$ 25.00
Home Occupation/LBTR Review Fee	\$ 60.00
Land Use Verification Letter	\$ 60.00
Pool/Screen Enclosures	\$ 50.00
Sign - Temporary	\$ 30.00
Sign - Permanent	\$ 25.00

Special Exception	\$	650.00
Tree &/or Native Vegetation Removal After the Fact-in lieu of replacement	\$	500.00
State Application Zoning Review (i.e. Alcoholic Beverage Licenses, ALF Licenses, etc)	\$	60.00
Telecommunications Tower	\$	525.00
Variance	\$	700.00

NOTE: All fees must be paid at time of submittal unless otherwise noted.

FIRE DEPARTMENT

MONTHLY PRIVATE FIRE PROTECTION

4" Fire Line Size	\$	135.00
6" Fire Line Size	\$	195.00
8" Fire Line Size	\$	295.00
10" Fire Line Size	\$	350.00

LIBRARY

LIBRARY CARD RATES

Flagler Beach Residents (within City Limits and with Required ID)	No Charge
Flagler County Residents - Zip Code 32136	\$ 20.00
Remaining Flagler County	\$ 25.00
Volusia County Residents	\$ 30.00
Non-Resident Temporary Card (Valid for 6 Months) with proof of 2 months or more stay in Flagler Beach	\$ 30.00
Restricted Non-Resident Temporary Card (Valid for 1 Month) with proof of Address in Flagler Beach/Includes Computer use and loan of 1 book at a time	\$ 15.00

FINES

Late Fees: Per Item, Per Day

Adult Fiction and Non-Fiction	\$ 0.20
Juvenile and Young Adult Titles	\$ 0.10

** An Item is considered late if it is turned in after normal Library hours **

COMPUTER PASSES

Flagler Beach Residents (within City Limits and with Required ID)	No Charge
Single Day Pass	\$ 5.00
1 Month Pass	\$ 10.00
3 Month Pass	\$ 30.00

OTHER FEES

Printing / Copy Service (per page)

Black and White	\$ 0.15
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Color	\$	1.00
Scanning		
First Page or Per Address	\$	0.50
Each Page Thereafter	\$	0.25

OTHER FEES

Jr. Lifeguard / Beachcamp - weekly fee	\$	80.00
Credit Card Convenience Fee		2.5% or \$2 minimum
Golf Cart Initial Registration	\$	40.00
Golf Cart Renewal BEFORE January 31 of current sticker year	\$	30.00
Golf Cart Renewal AFTER January 31 of current sticker year	\$	40.00

ACH Transaction Amount/Fees

Up to \$500	\$	1.95
Over \$500 up to \$5,000	\$	2.95
Over \$5,000 up to \$10,000	\$	4.95
Over \$10,000 up to \$20,000	\$	9.95
Over \$20,000 up to \$50,000	\$	19.95
Over \$50,000		.25% of transaction amount

POLICE DEPARTMENT

FINGERPRINTS

Citizen Provides Card	\$	10.00
Citizen Does Not Provide Card	\$	12.00

VEHICLE ACCIDENT REPORTS

Per Copy	\$	2.00
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PUBLIC RECORDS REQUEST

Incident Report Requiring Less than 15 Minutes of Research (per page)	\$	0.15
Incident Report Requiring more than 15 Minutes (plus \$.15 per page)	\$	3.00

BODY WORN CAMERA REQUEST

Based on hourly rate of records clerk x hours required for video review		Hourly Rate Varies
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VIOLATIONS

Parking on Streets where Prohibited by Official Sign	\$	60.00
Parking on the Dunes where Prohibited by Official Sign	\$	150.00
Parking in Bus Space or Taxi Stand	\$	60.00
Parking on Sidewalk	\$	100.00
Parking Passenger Loading Zone	\$	60.00
Parking by Yellow Curb (on Sign)	\$	60.00
Parking over the lines used to indicated spaces where parking is permitted	\$	60.00
Parking against traffic flow (Wrong Direction)	\$	100.00
Unauthorized Parking in Reserved Space	\$	60.00
Unauthorized Parking in Space for Disabled	\$	150.00
Unauthorized Parking in Freight Loading Zone	\$	60.00
Obstructing Traffic	\$	100.00

Parking within 15 Feet of a Fire Hydrant	\$	36.00
Parking in Fire Lane	\$	100.00
Parking in Violation of any other section of this article	\$	60.00

SANITATION DEPARTMENT

Residential Garbage Service Per Single Family Residential unit	\$	25.16
Residential Recycle Service Per Single Family Residential unit	\$	2.46

Commercial Tote Service (65 Gallons) Weekly Pick up

1 tote 2x week - LBTR	\$	39.03
1 tote 3x week	\$	59.74
1 tote 4x week	\$	80.47
2 totes 2x week - LBTR	\$	80.47
2 totes 3x week	\$	121.90
2 totes 4x week	\$	163.33
3 totes 2x week - LBTR	\$	121.90
3 totes 3x week	\$	184.05
3 totes 4x week	\$	246.21
4 totes 2x week - LBTR	\$	163.33
4 totes 3x week	\$	246.20
4 totes 4x week	\$	329.08
5 totes 2x week - LBTR	\$	204.78
5 totes 3x week	\$	308.41
5 totes 4x week	\$	411.96

Commercial Dumpster Service Weekly Pick up

2 Yard 2x week	\$	168.63
2 Yard 3x week	\$	254.14
2 Yard 4x week	\$	339.66
2 Yard 5x week	\$	425.18
2 Yard 6x week	\$	510.70
2 Yard Special Pick Up (each)	\$	43.71
4 Yard 2x week	\$	339.66
4 Yard 3x week	\$	525.92
4 Yard 4x week	\$	712.09
4 Yard 5x week	\$	875.54
4 Yard 6x week	\$	1,092.11
4 Yard Special Pick Up (each)	\$	81.18
6 Yard 2x week	\$	510.70
6 Yard 3x week	\$	782.43
6 Yard 4x week	\$	1,054.20
6 Yard 5x week	\$	1,325.89
6 Yard 6x week	\$	1,597.63
6 Yard Special Pick Up (each)	\$	118.64
8 Yard 2x week	\$	681.69
8 Yard 3x week	\$	1,038.97

8 Yard 4x week	\$	1,396.22
8 Yard 5x week	\$	1,753.52
8 Yard 6x week	\$	2,110.72
8 Yard Special Pick Up (each)	\$	156.11

SANITATION DEPARTMENT

SANITATION SPECIAL PICK-UP FEES

SMALL Special Pick-Up Fees	\$	98.75
LARGE Special Pick-Up Fees	\$	197.50
MISC Special Pick-Up Fees		VARIOUS

Mattress Fees

Twin Mattress	\$	30.00
Full Mattress	\$	30.00
Queen Mattress	\$	30.00
King Mattress	\$	30.00

Household Items (start at \$25.00)

End/side tables	\$	25.00
Nightstands	\$	25.00
Coffee table	\$	25.00
Bed Frame	\$	40.00
Dressers	\$	50.00
Dining room table	\$	50.00
Bookshelf	\$	40.00
Sofa	\$	70.00

Appliances (start at \$20.00)

Microwave	\$	20.00
Window A/C Unit	\$	20.00
Stove	\$	40.00
Washer	\$	40.00
Dryer	\$	40.00
Exterior A/C Unit	\$	50.00
Refrigerator	\$	50.00

RECYCLED GLASS

By The Bag: Clean Glass

25 lb bag (plus tax)	\$	30.00
25 lb bag of sand - with glass purchase	\$	-

In Bulk by the bag: - Clean Glass

1-5 Bags (plus tax) each	\$	30.00
6-10 Bags (plus tax) each	\$	26.00
11-20 Bags (plus tax) each	\$	22.00

Bulk by Cubic Yard: Dirty Glass

1/2 Cubic Yard (plus tax) - 162 Sq Ft	\$	50.00
1 Cubic Yard (plus tax) - 324 Sq Ft	\$	100.00

* Rates are adjustable based on size, composition and weight.

UTILITY DEPARTMENT

BASE FEES

Water Base Fee	\$	41.06
Sewer Base Fee	\$	26.57
Garbage Base Fee	\$	25.16
Storm Water Base Fee	\$	20.45
Recycle Base Fee	\$	2.46

WATER RATES PER 1,000 GALLONS - RESIDENTIAL

Water Fee up to 2,000 gallons	\$	6.18
Water Fee 2,001 - 8,000 gallons	\$	9.69
Water Fee 8,001 and over	\$	11.67

IRRIGATION METERS

Monthly Charges for Irrigation Meters - Inside City Limits

Water Base Fee	\$	41.06
Gallons 0-2000	\$	6.18
Gallons 2001-8000	\$	9.69
Gallons 8001-up	\$	11.67

BASE FEE'S - OUTSIDE CITY LIMITS

Water Base Fee	\$	61.59
Sewer Base Fee	\$	66.85
Garbage Base Fee		n/a
Stormwater Base Fee	\$	20.45
Recycle Base Fee		n/a

WATER RATES PER 1,000 GALLONS- OUTSIDE CITY LIMITS

Water Fee up to 2,000 gallons	\$	9.27
Water Fee 2,001 - 8,000 gallons	\$	14.54
Water Fee 8,001 and over	\$	17.50

COMMERCIAL UTILITY FEE'S WITH VALID LBTR

MONTHLY BASE FEES AND RATES - COMMERCIAL

Water Base Fee - Inside City Limit	\$	41.06
Water Flow Charges per 1000 gallons - LBTR inside city limits	\$	12.38
Water Base Fee - Outside City Limits	\$	61.59
Water Flow Charges per 1000 gallons - LBTR outside city limits	\$	18.56

UTILITY DEPARTMENT

UTILITY SERVICES RATES

Account Maintenance Fee	\$	25.00
Turn on/off water service	\$	25.00
Service Turn On Before 7:00am or After 4:00 pm M-F or on Sat. or Sun.	\$	45.00
Remove Meter	\$	50.00
Reconnect Charge	\$	100.00
	\$	50.00
Meter Exchange (customer request) 5/8"		plus cost of meter

	\$	50.00
Meter Exchange (customer request) 1"		plus cost of meter
	\$	50.00
Meter Exchange (customer request) Larger than 1"		plus cost of meter
Return check fee		In accordance with FSS
Clearing around water meters	\$	50.00
Meter Re-Read Service Charge	\$	35.00

PENALTIES / INTEREST

Penalties	10%
Compounded Monthly	1.5% per month
bill together with the penalty is not paid in full by the next billing date, the balance due shall accrue interest at a rate of 1.5%	

METER DEPOSITS

Owner Deposit

5/8 x 3/4	\$	60.00
3/4	\$	60.00
1"	\$	150.00
1 1/2"	\$	300.00
2"	\$	480.00
3"	\$	900.00
4"	\$	1,500.00
6"	\$	3,000.00
8"	\$	4,800.00

Tenant Deposit

5/8 x 3/4	\$	250.00
3/4	\$	250.00
1"	\$	320.00
1 1/2"	\$	750.00
2"	\$	1,300.00
3"	\$	2,400.00
4"	\$	3,700.00
6"	\$	6,200.00
8"	\$	8,700.00

UTILITY DEPARTMENT

WATER CONNECTION FEES

Charges inside City Limits

5/8" x 3/4"	\$	615.00
3/4"	\$	670.00
1"	\$	765.00
1.5"	\$	950.00
2"	\$	1,985.00
3"	\$	4,475.00
4"	\$	7,920.00
6"	\$	12,075.00

8"	\$	18,015.00
Charge when Developer- Installed Tap / Connection		
5/8" x 3/4"	\$	399.75
3/4"	\$	435.50
1"	\$	497.25
1.5"		TBD
2"		TBD
3"		TBD
4"		TBD
6"		TBD
8"		TBD
Charge outside City Limits		
5/8" x 3/4"	\$	922.50
3/4"	\$	1,005.00
1"	\$	1,147.50
1.5"		TBD
2"		TBD
3"		TBD
4"		TBD
6"		TBD
8"		TBD

STORMWATER FEE

Stormwater Fee	\$	20.45
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Fees are base don ERU (Equivalent Residential Unit) of 2,049 square feet

SEWER

SEWER FLOW COSTS - INSIDE CITY LIMITS

Sewer Flow per 1,000 gallons	\$	8.23
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MONTHLY CHARGES FOR WATER - RESIDENTIAL

Charges Inside City Limits

Sewer Base Fee - Single Meter	\$	26.57
Sewer Flow per 1,000 gallons	\$	8.23
Sewer Base Fee - Multi Users on Single Meter	\$	26.43
Sewer Flow per 1,000 gallons	\$	8.23
Sewer Base Fee - Low Pressure	\$	44.56
Sewer Flow per 1,000 gallons	\$	12.33

Charges Outside City Limits

Sewer Base Fee - Single Meter	\$	39.86
Sewer Flow per 1,000 gallons	\$	12.33
Sewer Base Fee - Multi Users on Single Meter	\$	39.66
Sewer Flow per 1,000 gallons	\$	12.33
Sewer Base Fee - Low Pressure	\$	66.85

Sewer Flow per 1,000 gallons	\$	18.50
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MONTHLY CHARGES FOR SEWER - COMMERCIAL

5/8" Sewer Base Fee	\$	64.81
3/4" Sewer Base Fee	\$	64.81
1" Sewer Base Fee	\$	93.77
1.5" Sewer Base Fee	\$	184.16
2" Sewer Base Fee	\$	332.43
3" Sewer Base Fee	\$	925.63
4" Sewer Base Fee	\$	1,222.34
6" Sewer Base Fee	\$	1,325.57
8" Sewer Base Fee	\$	1,473.83

SEWER CONNECTION FEE

Charge Inside City Limits

Gravity System	\$	1,200.00
Low Pressure System	\$	1,200.00
Low Pressure LAMBERT AVE	\$	1,200.00

Charge when Developer Installed Tap/Connection

Gravity System	\$	1,200.00
Low Pressure System	\$	1,200.00
Low Pressure LAMBERT AVE		N/A

Charge Outside City Limits

Gravity System	\$	1,600.00
Low Pressure System	\$	1,600.00
Low Pressure LAMBERT AVE	\$	1,750.00



Staff Report

City Commission Regular Meeting

August 28, 2025



To: City Commission
From: Casey Ryan, CRA Director
Meeting Date: August 28, 2025
Item Name: Resolution 2025-66. A Resolution by the City Commission of the City of Flagler Beach, Florida, for the creation of a Flagler Beach Community Redevelopment Association Advisory Board; providing for the establishment, purpose and duties of said board; providing for appointed members and terms; setting forth Officers, rules and procedures; providing a sunset clause; and providing an effective date.

Background:

The City of Flagler Beach Community Redevelopment Agency (CRA) was created nearly twenty-five years ago to improve the economic and aesthetic conditions of the area (which generally encompasses the downtown area). The City subsequently approved a Downtown Master Plan, providing direction and goals for the CRA (for which the City Commission was appointed to serve as the CRA Executive Board). The City Commission created an Economic Development Task Force in 2009 to further economic development efforts. Minor revisions (primarily related to membership) were made to the Economic Development Task Force over the course of succeeding years, but the Task Force was voluntarily disbanded by its members in March 2023.

City staff strongly believes that CRA success depends on enhanced coordination between the City and CRA businesses. Though City efforts have focused on improving the economic conditions of the community, the City has had minimal direct interaction with area businesses (and vice versa). Creating a Community Redevelopment Area Advisory Board (CRAAB) will provide an opportunity for the City and downtown businesses to engage in a collaborative effort to support area businesses.

The proposed Resolution provides a two-year cycle to review the effectiveness of the CRAAB by the City Commission.

Fiscal Impact:

None at this time.

Staff Recommendation:

City staff recommends approval of Resolution 2025-66.

Attachments:

1. Resolution 2025-66
2. Resolution 2009-38
3. Resolution 2010-65
4. Resolution 2022-30
5. EDTF Minutes 03152023

RESOLUTION 2025-66

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, FOR THE CREATION OF A FLAGLER BEACH COMMUNITY REDEVELOPMENT AGENCY ADVISORY BOARD; PROVIDING FOR THE ESTABLISHMENT, PURPOSE AND DUTIES OF SAID BOARD; PROVIDING FOR APPOINTED MEMBERS AND TERMS; SETTING FORTH OFFICERS, RULES AND PROCEDURES; PROVIDING A SUNSET CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach, making use of appropriate State legislation, created a Community Redevelopment Agency in 2002 to enhance the aesthetics and improve the economic conditions in the area of downtown Flagler Beach; and,

WHEREAS, the City Commission has served as the Executive Board for the Community Redevelopment Agency since its inception; and,

WHEREAS, the City Commission of Flagler Beach wishes to provide a vehicle for affected business/property owners and residents to improve engagement with City government.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. Foundation

The “WHEREAS” clauses above are hereby incorporated herein as legislative findings.

SECTION 2. Creation

The City Commission hereby creates a Board to be known as the “Flagler Beach Community Redevelopment Agency Advisory Board.” The Board will serve as an Advisory Board to the Community Redevelopment Agency Executive Board. The Board’s direction will be to recommend efforts and improvements within the Community Redevelopment Agency area as aligned with the City’s Downtown Master Plan and other duties as assigned by the City Commission. The Board will come into formal existence upon approval of this Resolution.

SECTION 3. Membership

The Board will consist of seven (7) members, five of whom will be owners of a property/business located within the Community Redevelopment Agency boundaries and two of whom will be residents legally residing within the Community Redevelopment Agency boundaries. A quorum will constitute four members. Certain Staff shall serve as Ex-Officio Members to the Board for purpose of advising and providing information necessary for the Board to complete its assigned tasks. The Ex-Officio Members shall be the City Manager, Community Redevelopment Agency Director, and the City Planner.

SECTION 4. Appointments

Members will be appointed by and at the discretion of the Community Redevelopment Agency Executive Board, which may consider background, financial knowledge and ability, education, professional and life experience and community involvement of each applicant. Members of the Committee during their term of service be will maintain ownership or residency within the Community Redevelopment Agency boundaries as related to their appointment.

SECTION 5. Terms

The Members of the Board will be appointed by the Executive Board for a term of two (2) years. However, the first organizational appointments will be staggered with four (4) members being appointed for two (2) year terms and three (3) being appointed for an initial one (1) year term.

SECTION 6. Vacancies

(1) Membership of the Board can be terminated when:

- (a) A member is absent from three (3) regularly scheduled meetings of the Board during a calendar year, regardless of whether such absence is excused or unexcused. All absences will be duly recorded in the meeting minutes. Absences from emergency or special meetings will not be recorded against a member in considering absences. Special exceptions on the removal of members for absences may be made by the Chair when the absences are due to health or time limited extenuating circumstances and the absences do not affect the ability of the committee to maintain a quorum; or
- (b) A member resigns; or
- (c) A member no longer meets the eligibility requirements; or
- (d) A member's term expires.
- (e) A member conducts themselves in a manner unbecoming a representative of the City, as determined at the sole discretion of the Executive Board.

(2) The Chair shall immediately, upon receipt of a resignation or when advised of a vacancy, notify the City Manager or City Clerk. The Executive Board will appoint a person to fill the unexpired term of the member.

(3) Should a resignation be submitted to staff, staff will immediately notify the City Manager or City Clerk.

SECTION 7. Board Operations

The Board shall meet at least once monthly, on a date and time agreed upon by the members. The Board will have no authority other than as stipulated by the direction as defined and approved by the Executive Board. A report of Board activities shall be provided at each Regular Meeting of the Executive Board.

SECTION 8. Officers

(1) Chair. Shall be voted on by the membership for a one-year term. Shall preside over meetings and other activities as deemed appropriate. Shall report Committee activities at the Commission Meetings.

(2) Vice-Chair. Shall be voted on by the membership for a one-year term. Shall take over duties in the absence of the Chair.

SECTION 9. Sunset Provision

The City Commission will review the activities and accomplishments of the Board every two (2) years during the appropriate September Executive Committee Regular Meeting to determine if the Board has appropriately represented the best interests of the City and the Community Redevelopment Agency. The Board shall continue or cease operations as determined by the City Commission after said review.

SECTION 10. Conflict and Severability

All resolutions and parts of resolution in conflict with this resolution are hereby repealed. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 11. Effective Date

This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach on this 28th day of August 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

RESOLUTION 2009-38

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, TO AMEND RESOLUTION 2007-42, THE CREATION OF AN ECONOMIC DEVELOPMENT TASK FORCE TO ADVISE THE CITY COMMISSION REGARDING MEANS BY WHICH TO ADDRESS THE ELEMENTS OF THE CITY'S VISION STATEMENT FROM AN ECONOMIC IMPROVEMENT STANDPOINT; MAKING FINDINGS; PROVIDING FOR THE ESTABLISHMENT, PURPOSE, AND DUTIES OF SAID TASK FORCE; PROVIDING FOR APPOINTED MEMBERS AND TERMS; SETTING FORTH OFFICERS, RULES, AND PROCEDURES; PROVIDING FOR THE REPEAL OF CERTAIN INCONSISTENT RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City Commission of the City of Flagler Beach adopted a Vision Statement as follows:

- Preserving our environment as a community asset
- Maintaining our Old Florida heritage and small town charm
- Providing a safe, healthy and clean environment
- Supporting the development of local business to provide services to residents
- Promoting and supporting eco-tourism through our natural resources
- Providing opportunities for education, culture and recreation; and

WHEREAS the City Commission of the City of Flagler Beach appointed a Flagler Beach Strategic Planning Advisory Committee to improve accountability, financial planning, and services while advising the Commission regarding means by which to implement the Vision Statement; and

WHEREAS the City Commission of the City of Flagler Beach appointed a Flagler Beach Parks and Recreation Committee to assist the City with recreation services and facilities while advising the Commission regarding means by which to implement the Vision Statement; and

WHEREAS the City Commission of the City of Flagler Beach established a Community Redevelopment Committee to advise the City Commission, the governing body serving as the Community Redevelopment Agency (CRA), to provide support services and recommendations to assist the CRA in carrying out community redevelopment and assist in the development of downtown master plans and projects; and

WHEREAS the City Commission of the City of Flagler Beach adopted a Downtown Master Plan and Downtown Design Guidelines after much input from citizens and the above committees; and

WHEREAS the City Commission of the City of Flagler Beach currently has a CRA Director and Recreation Director in its employ; and

WHEREAS the City Commission of the City of Flagler Beach, upon review, believes that the charges to the above-mentioned committees have been completed with its sincere thanks for years of dedication and hard work; and

WHEREAS the City Commission of the City of Flagler Beach recognizes the *need-for* better collaboration and coordination among the city's public/private leadership to diversify its tax base, enhance the quality of life, expand jobs, job skills, market themes, elevate eco-tourism, improve business retention, incentives and the economic climate throughout the city.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, THAT:

SECTION 1 – Creation

1. There is hereby created a committee in the City to be known as the Flagler Beach Economic Development Task Force. The Economic Development Task Force (EDTF) is established to assist the City Commission in promoting, nurturing, and overseeing economic development in Flagler Beach. The EDTF will actively pursue and utilize resources to help create and develop a strong local economic foundation to sustain a diversified Flagler Beach. The EDTF shall work to strengthen existing businesses while also trying to create new jobs, skills, themes and products. The EDTF will also promote holistic and collaborative expansion of all natural and fiscal resources that can help redevelop and revitalize the city's business climate, while preserving eco-natural amenities to enrich the quality of life for existing and future citizens.
2. The Task Force shall be viewed as an advisory Committee of the City.
3. The Task Force shall bring to the City Commission assistance, recommendations, and direction, from an economic standpoint, to develop methods and means that improve local funding and business climates. The EDTF may review economic development issues, gather information and ideas coordinating business development and collaborate with other organizations within Flagler County and the State of Florida to encourage development following the City's Vision Statement and Master Plan after receiving approval or direction from the City Commission.

SECTION 2 – Membership

1. The Task Force shall consist of nine (9) voting members:

- a. a representative of a business from within the Flagler Beach Downtown Redevelopment District;
- b. a representative of a business from within Flagler Beach but outside the Downtown Redevelopment District;
- c. a citizen of Flagler Beach;
- d. a representative of Scenic Highway A1A;
- e. a representative of the Flagler Beach Historical Museum;
- f. a representative of the real estate community;
- g. a representative of the Flagler Beach Chamber of Commerce;
- h. a representative of the hotel/restaurant community within the City limits.
- i. a representative of the Beachside Merchants Association.

Should any of the nine (9) voting member constituencies not be able to be represented, a citizen at large may be appointed.

2. The Task Force shall invite four (4) *ex-officio* members to participate in the discussions in an advisory capacity:
 - a. a Flagler Beach City Commissioner;
 - b. the CRA Director for the City of Flagler Beach;
 - c. a representative from Enterprise Flagler; and
 - d. a representative from the Flagler County Tourist Development Council (TDC)

Ex officio members shall serve at the pleasure of the entity they represent.

3. Membership shall include two alternates, designated as Alternate #1 and Alternate #2. These alternates can represent any of the voting members of the Task Force.
4. In the event that one (1) regular member of the Task Force shall be absent from a Task Force meeting, Alternate #1 may substitute as a voting member of the Task Force at said Task Force meeting and may also make motions. In the event that at least two (2) regular members of the Task Force shall be absent from a Task Force meeting, Alternates #1 and #2 may substitute as voting members at said Task Force meeting and may also make motions.
5. In the event that all regular members of the Task Force are present at a Task Force meeting, any alternate member may participate in Task Force debate and discussion, but said alternate member shall not have a vote or be permitted to make or second motions.

Section 3 – Eligibility

Eligibility requirements are defined in Section 2-63 of the Code of Ordinance. In addition, if, after appointment, a member no longer satisfy the criteria of the seat which that member was appointed to fill, as described in Section 2.1, and a

person that would the criteria for such seat has completed an application to serve on the Task Force, the member no longer filling the criteria shall be removed and the unexpired term of that members seat shall be completed by an appointee satisfying the specific criteria of the seat described in Section 2.1.

Section 4 – Term of Appointments

1. Appointments shall be made in accordance with Section 2-64 of the Code of Ordinance.
2. Membership terms shall be for a staggered period of two years.

Section 5 – Vacancies

Vacancies shall be filled in accordance with Section 2-65 of the Code of Ordinance.

Section 6 – Sunset Provision

The Task Force shall sunset in accordance with Section 2-66 of the Code of Ordinance

Section 7 – Officers

The duties of the officers shall be in accordance with Section 2-67 of the Code of Ordinance. With regard to the Secretary; the City Commission directs the City Manager to provide staff support for this committee. Contact with staff shall be limited to items of committee consensus and shall be forwarded from the chair.

Section 8 – Chair Duties

The duties of the Chair shall be in accordance with Section 2-68 of the Code of Ordinance. In addition, the chairperson, or designee, shall provide a monthly update on the Task Force's activity to the City Commission.

Section 9 – Committee Operations

1. The Task Force shall meet at a minimum of once a month, the day and time to be decided by the membership.
2. The presence of five (5) Task Force members, which may include alternates shall constitute a quorum.
3. The rules of operation shall be in accordance with Section 2-69 of the Code of Ordinance.
4. Either the Task Force or the City Commission may call for joint meetings or workshops as determined necessary or desirable.

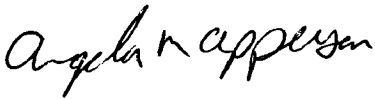
Section 10 – All resolutions or parts thereof that are in conflict herewith be and the same are hereby repealed.

Section 11 – This Resolution shall become effective immediately upon passage as provided by law.

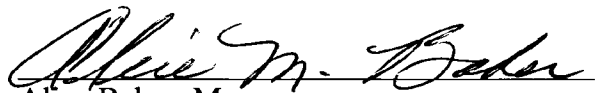
PASSED AND ADOPTED THIS 23RD DAY OF JULY, 2009.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION



Angela M. Apperson, City Clerk



Alice Baker, Mayor

RESOLUTION 2010-65

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AMENDING RESOLUTION 2009-38, WHICH CREATED THE ECONOMIC DEVELOPMENT TASK FORCE, AMENDING SECTION 2 MEMBERSHIP; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Commission of the City of Flagler Beach wishes to amend the voting members to remove the representative from the Beachside Merchants as the group has disbanded, and open the seat to a business representative who operates a business located within the City limits of Flagler Beach.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA:

SECTION 1 Resolution 2009-38 Section 2 Membership is hereby as follows: (NOTE: underline text denotes additions, ~~strikethrough~~ text denotes deletions.)

SECTION 2 – Membership

1. The Task Force shall consist of nine (9) voting members:

- a. a representative of a business from within the Flagler Beach Downtown Redevelopment District;
- b. a representative of a business from within Flagler Beach but outside the Downtown Redevelopment District;
- c. a citizen of Flagler Beach;
- d. a representative of Scenic Highway A1A;
- e. a representative of the Flagler Beach Historical Museum;
- f. a representative of the real estate community;
- g. a representative of the Flagler Beach Chamber of Commerce;
- h. a representative of the hotel/restaurant community within the City limits.
- i. a representative of ~~the Beachside Merchants Association.~~ a business at large.

Should any of the nine (9) voting member constituencies not be able to be represented, a citizen at large may be appointed.

2. The Task Force shall invite four (4) *ex-officio* members to participate in the discussions in an advisory capacity:
- a. a Flagler Beach City Commissioner;

- b. the CRA Director for the City of Flagler Beach;
- c. a representative from Enterprise Flagler; and
- d. a representative from the Flagler County Tourist Development Council (TDC)

Ex officio members shall serve at the pleasure of the entity they represent.

- 3. Membership shall include two alternates, designated as Alternate #1 and Alternate #2. These alternates can represent any of the voting members of the Task Force.
- 4. In the event that one (1) regular member of the Task Force shall be absent from a Task Force meeting, Alternate #1 may substitute as a voting member of the Task Force at said Task Force meeting and may also make motions. In the event that at least two (2) regular members of the Task Force shall be absent from a Task Force meeting, Alternates #1 and #2 may substitute as voting members at said Task Force meeting and may also make motions.
- 5. In the event that all regular members of the Task Force are present at a Task Force meeting, any alternate member may participate in Task Force debate and discussion, but said alternate member shall not have a vote or be permitted to make or second motions.

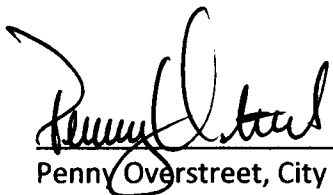
Section 2 – All resolutions or parts thereof that are in conflict herewith be and the same are hereby repealed.

Section 3 – This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 14th DAY OF October, 2010.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION



Penny Overstreet, City Clerk



Alice Baker, Mayor

RESOLUTION 2022-30

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AMENDING RESOLUTION 2007-42, AND ASSOCIATED RESOLUTIONS THAT DEFINED THE STRUCTURE OF THE ECONOMIC DEVELOPMENT TASK FORCE, SPECIFICALLY AMENDING SECTION 2, MEMBERSHIP, PROVIDING FOR SEVERABILITY OF PROVISIONS, CONFLICT AND AN EFFECTIVE DATE.

WHEREAS the City Commission of the City of Flagler Beach wishes to amend Section 2 – Membership, of Resolution 2007-47 which created the Task Force.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA:

SECTION 1 Resolution 2007-42 Section 2 Membership is hereby as amended follows:

SECTION 2 – Membership

1. The Task Force shall consist of eleven (11) voting members appointed by the Flagler Beach City Commission who have an interest in the need to increase the City's tax base and enhance the business climate throughout the City.
2. The Task Force shall invite three (3) *ex-officio* members to participate in the discussions in an advisory capacity:
 - a. a Flagler Beach City Commissioner
 - b. a representative from the Flagler County Department of Economic Development
 - c. Flagler Beach City Manager

Ex officio members shall serve at the pleasure of the entity they represent.

SECTION 4 – All resolutions or parts thereof that are in conflict herewith be and the same are hereby repealed.

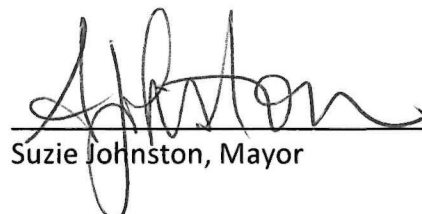
SECTION 5 – This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 8th DAY OF DECEMBER 2022.

ATTEST:


Penny Overstreet, City Clerk

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION


Suzie Johnston, Mayor

ECONOMIC DEVELOPMENT TASK FORCE

Wednesday, March 15, 2023

4:30 p.m.

City Hall Commission Room

105 S. Second Street

Flagler Beach, FL

MINUTES

PRESENT: Chair Mike Akialis, Vice-Chair Jackie Rector, Bill Clark, Jim Kelling, Daryl Reynolds, John Horan, Ex-officio members Dolores Key and Commissioner Rick Belhumeur, and Deputy City Clerk Jeanelle Jarrah.

ABSENT: James Bange and Angela Smith.

- 1) CALL THE MEETING TO ORDER: Chair Akialis called the meeting to order at 4:30 p.m.
- 2) APPROVE THE MINUTES OF THE FEBRUARY 15, 2023 MEETING: Motion by Jackie Rector to approve the minutes of February 15, 2023. Seconded by Bill Clark. All were in favor.
- 3) DISCUSSION ON INFORMATION GATHERED BY EDTF MEMBERS:
 - A) EVENT RESEARCH REGARDING A WINE WALK: Bill Clark shared that he will be resigning after this meeting to take care of family. He reported that he spoke to SunBros and Golden Magnolia and that both were receptive to the idea of joining into an event like this. Vice-Chair Jackie Rector reviewed all of the research she completed for this item, including meeting with Frank DiMarchi from Fun Coast Event Group that works with merchants in New Smyrna Beach for monthly events. Vice-Chair Rector explained how Mr. DiMarchi could come and present his ideas with the business owners in Flagler Beach as well. Commissioner Belhumeur will share this idea with Johnny Lulgjuraj and Scott Fox from the Flagler Beach Business Bureau (FB3). Discussion ensued and covered doing an event for Cinco de Mayo and Fourth of July weekend. Vice-Chair Rector provided Commissioner Belhumeur Mr. DiMarchi's contact information to speak with him after talking to the business owners. Daryl Reynolds reported back that he researched the cost to invest in maps for events, that there is an initial amount of 10k for the specific one he contacted. Mr. Reynolds also spoke to a local flyer creator and is waiting to hear back regarding the Flagler Beach Map in his pamphlet.
- 4) DISCUSSION AND POSSIBLE ACTION TO SUNSET AND FORM AN INDEPENDENT GROUP: Discussion ensued and covered the group primarily discussing planning events and how the Sunshine Law does not allow for member communication between meetings. Ex-Officio member Dolores Key reiterated how special events were not economic development and that the group might want to sunset, work on events, and then have the city reevaluate when they have a new city manager to help guide a group with economic development

ideas. The members were concerned that if they were to sunset, they would not have a place to meet. The Deputy City Clerk provided them with the option of utilizing one of the classrooms at Wickline Building Department with an understanding to allow for a review of the agreement after the next budgeting session for the city, and when a new permanent City Manager has been hired. Motion to sunset the Economic Development Task Force by Daryl Reynolds. Seconded by Jackie Rector. All were in favor.

5) PUBLIC COMMENT: None.

6) ADJOURNMENT: The meeting adjourned at 5:47 p.m.

DRAFT



Staff Report

City Commission Regular Meeting

August 28, 2025



To: City Commission
From: Bryan Moisao, Facility Maintenance Director
Meeting Date: August 28, 2025
Item Name: Resolution 2025-71. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a contract with the Overhead Door Company for the emergency replacement and repair of the Emergency Services Building bay doors in an amount not to exceed \$73,950; providing for conflict and an effective date.

Background:

It was reported at the Budget Workshops that the Fire Stations' front bay doors had deteriorated and were a safety concern. On inspection, staff received recommendation to replace them as soon as possible.

Fiscal Impact:

Replacement of the three front bay doors and repair of the three rear doors at the Fire Station is included in the proposed 2025/2026 budget (the project will not begin until after the start of the new fiscal year).

Staff Recommendation:

City staff recommends approval of Resolution 2025-71, authorizing the emergency purchase of front bay doors at the Fire Station.

Attachments:

1. Quote from Overhead Door Co.
2. D & D Garage Doors & Gates
3. Quotes
4. 71- Fire Bay Doors

Overhead Door Company of Daytona Beach

The Genuine. The Original.



219 Fentress Blvd
Daytona Beach, FL 32114-1223
OverheadDoorDaytona.com
Bryan: BMoisao@cityofflaglerbeach.com

Contact: Jason Hardy
Phone: +1386-262-4874
Email: Jason@overheaddoordaytona.com

August 13, 2025

City of Flagler Beach / Steve
PH: (386) 986-9038
Email: scox@fbfire.org

This proposal is valid till Saturday, April 26, 2025

Quote: SQIR010009-2 | Created: 8/13/2025 7:38 AM

Job: Flagler Fire Station # 11 320 South Flagler Avenue, Flagler Beach, FL 32136

Line	Item	Qty
1	521.CS 521, 12' 2" x 14' 1", To Be Determined, Standard Panel, Powder Coat, WL, 15"R, Torsion	3
	OPERATOR: RSX Trolley, D800-384, 1/2 HP, 115/208/230V 1Phase 60Hz, 14 Ft Rail, NEMA4X Corrosion Resistant, PhotoEyes-NEMA 4X (Monitored), Brake, CodeDodger, 315MHz, 3-BTN: 3, 1 Button,Nema1,Mushroom,Non-Mtl: 1	
	DOOR: 521, 12' 2" x 14' 1", Standard Panel, To Be Determined, 7 Sect, 4 Pnl, Extra Center Stiles: 1, 48/-54 411368 16'2"x20'1" IMPACT, DES, Std Btm Seal, Dual Flap	
	WEATHERSTRIP: Sides Only, Side: Saverstrip, White, White	
	LITES: Custom, AFV, 1/4" Impact Rated Clear Polycarb, Bottom: AFV, S2: AFV, S3: AFV, S4: AFV, S5: AFV, S6: AFV, Top: AFV	
	RAILS: Top: 3.750", Bottom: 4.500", Finned	
	STRUTS: Standard, S1: Bottom Rail: AFVANGLE3X2_2ROW x 1, S2: Finned Rail: AFVANGLE3X2 x 1, S3: Finned Rail: AFVANGLE3X2 x 1, S4: Finned Rail: AFVANGLE3X2 x 1, S5: Finned Rail: AFVANGLE3X2 x 1, S6: Finned Rail: AFVANGLE3X2 x 1, S7: Finned Rail: AFVANGLE3x2 x 1, Top Rail: HS3 x 1	
	TRK/HDW: 3", 15"R, Angle In, Masonry, Leaf Bumper, 0.101 V.Trk, 0.101 H.Trk, 1.750" x 2.875" x .099" H.Ang, 184.875 FTSC	
	SPRING: Torsion, Qty: 2, Front, 100K, 1" Solid, Two-Piece Split Solid Shaft w/Coupler	
	OPERATION: Trolley, Drawbar Prep, Centered	
	SPECIAL Impact Windload. AFV - Polycarbonate Glazing.	
	INSTRUCTIONS:	
	Last Changed: 8/13/2025 5:26 PM EST	
2	Service 3 Doors West Side of Building.	3
	Description: Service	

Total (USD): \$73,950.00

Price is per Service Titan Field Check: ST # 99506168

Price includes removal and hauling away of existing doors and operators.

Quote is to replace 3 doors on east side of building.

Quote includes service on 3 doors on west side of building at time of installation of new doors.

Quote includes powder coating(color TBD), corrosion resistant operators and 100,000 cycle springs.

(EXCLUDES: All electrical service, wiring (LOW & HIGH voltage), connections, conduit, & mounting controls.

219 Fentress Blvd | Daytona Beach, FL 32114-1223 | 386-226-3820 |
OverheadDoorDaytona.com

SQIR010009-2



Overhead Door Company of Daytona Beach

219 Fentress Blvd
Daytona Beach, FL 32114-1223
OverheadDoorDaytona.com

Contact: Jason Hardy
Phone: +1386-262-4874
Email: Jason@overheaddoordaytona.com

Terms and Conditions

Payment Details

Payment Terms: Credit Terms & Conditions

Acceptance:

Terms, price, and specifications on all pages of this proposal are hereby accepted.

Authorized By (Buyer): _____ Date: _____

Print Name (Buyer): _____

Purchase Order: _____

Quote Summary - S/O# 01001544007

08/12/25 11:39:09

Contact

Bryan

Phone

3867804262

Cell Phone

Technician

Dan Regan



299 Kenilworth Ave.
Ormond Beach, FL 32174
386-673-1313

Customer	City of Flagler Beach 320 S Flagler Ave Flagler Beach , FL 32136	Date Recv'd	08/12/25
		Method	BUILDER
		Scheduled	00/00/00
Contract#		Customer #	10-27336
Equipment		PO#	
Problem	Estimate	Salesperson	Dan Regan
Coverage	T/M		
Territory	11C		
Priority	4		
Type	EST		
Terms	COD		
Email			

	Estimate	Actual
Labor	\$.00	\$1,196.00
Parts	\$.00	\$151,911.66
Other		\$.00

FD Quote, 1 with 2 rows of windows in safety red and 1 full view door. Both sets with operators

Line	Item Desc	Desc	Desc	Qty	UM	Bill %	Unit Price	Amt Billed
10	*MISC Clopay 3720 12x14	impact glass 2 rows	safety red	3,000	EA	100.00	12,743.00	38,229.00
20	*MISC T75 1 L5 3/4HP 1 phase oper	14' rail		3,000	EA	100.00	1,109.00	3,327.00
30	*MISC NEMA 4 Photo eyes			3,000	EA	100.00	232.55	697.65
40	PM PREVENTIVE MAINTENANCE	3 rear doors one rescue door		4,000	Hrs	100.00	299.00	1,196.00
50	*MISC Clopay 904 Full View Impact Gl	12x14 Color Blast		3,000	EA	100.00	36,552.67	109,658.01
Subtotal								\$153,107.66
Est. Tax								\$.00
S/O Total								\$153,107.66
Total Paid								\$.00
Amount Due								\$153,107.66

&D GARAGE DOORS INC(#24269)

L77 CATTLEMEN ROAD,,
ARASOTA, FL,
S, 34232
n: 941-371-7242 | BSEXTON@DANDDGARAGEDOORS.
OM

Ship To: ORMOND BEACH

Estimate Number : 5725841

Estimate Name : Base Estimate

Project Name : FLAGLER BEACH FD

Requestor : NA

Salesperson : Daniel Regan (dandddaniel)

Created By : Daniel Regan (dandddaniel)

Created Date : 08/12/2025

Jobsite Delivery : NO

Shipping Method : CLOPAY TRUCK



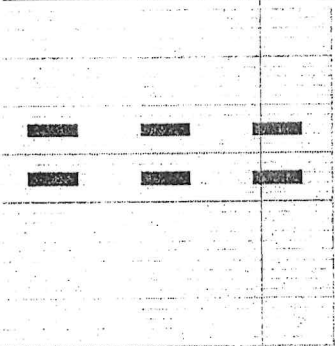
CORPORATION

Ship From: RUSSIA PLANT

Ship To Location

99 KENILWORTH AVENUE
ORMOND BEACH, FL,
S, 32174-5535

Project Info/Jobsite Location

Door Line - 1.1	Product Description	Quantity	Line Total
	Size : Width 12' 0" x Height 14' 0" Jamb Type : CMU/Concrete Block Windcode : W8 Quantity : 3 Design : Stucco Embossed with Micro Groove Construction : 2", R-Value 18.4, 27 Ga Steel Design Pressure : +52,-58 Strut Type : T Color : ColorBlast® (Exterior of Door Only) Glazing Option : Full Row 24"x 8" Glass Type : 1/4 Impact Resistant Lexan No. of Glazed Sections : Sections 4-5 Spring : Torsion (Std) 10,000 Cycles Track Size : 3" Full Taper Continuous Angle Track Type : Standard Track Radius : 15 Lock : 2 Inside Slide Locks Lock Options : No Lock Hole (Std on no lock and inside slide lock optional on #3C)	3	\$33,987.75
1.2	T 75 1 L5- 3/4 HP, 1 Phase, 115/230 Voltage Industrial-Duty Trolley Operator 14' Rail	3	\$3,324.78
1.2.1	Opener Accessories: 1- Button Control Station (02 101)	3	\$942.30
1.2.2	Opener Accessories: Safety ACC CPS-OPEN4 Photo Eye Thru-Beam Logic NEMA 4X, flexible housing Max Range of 45'	3	\$697.53

Sub Total: \$38,952.36

Estimated Freight Amount: \$3,053.00

Estimated Fuel Surcharge: \$247.00

Grand Total: \$42,252.36

Note: This estimate includes Estimated Freight and Fuel Surcharge. No taxes included.

PRODUCT QUOTES ARE VALID FOR (30) DAYS, BUT SUBJECT TO CHANGE AT ANY TIME IN THE EVENT OF INCREASE(S) IN NET PRICING OR COST CONDITIONS BEYOND CLOPAY'S CONTROL. "POLICIES, TERMS AND PROCEDURES" THAT APPLY TO ALL CLOPAY ORDERS ARE LOCATED AT [POLICIES.CLOPAY.COM](https://policies.clopay.com)

Disclaimer:

&D GARAGE DOORS INC(#24269)
177 CATTLEMEN ROAD,,
NARASOTA, FL,
33542
Tel: 941-371-7242 | BSEXTON@DANDDGARAGEDOORS.
COM

Ship To: ORMOND BEACH

Ship From: RUSSIA PLANT

Estimate Number : 5725886
Estimate Name : Base Estimate
Project Name : FLAGLER ALTERNATE
Requestor : NA
Salesperson : Daniel Regan (dandddaniel)
Created By : Daniel Regan (dandddaniel)
Created Date : 08/12/2025
Jobsite Delivery : NO
Shipping Method : CLOPAY TRUCK



Ship To Location
99 KENILWORTH AVENUE
ORMOND BEACH, FL,
32174-5535

Project Info/Jobsite Location

Door Line - 1.1	Product Description	Quantity	Line Total
</			

Sub Total: \$103,957.23

Estimated Freight Amount: \$5,022.00

Estimated Fuel Surcharge: \$678.00

Grand Total: \$109,657.23

Note: This estimate includes Estimated Freight and Fuel Surcharge. No taxes included.

PRODUCT QUOTES ARE VALID FOR (30) DAYS, BUT SUBJECT TO CHANGE AT ANY TIME IN THE EVENT OF INCREASE(S) IN NET PRICING OR COST CONDITIONS BEYOND CLOPAY'S CONTROL. "POLICIES, TERMS AND PROCEDURES" THAT APPLY TO ALL CLOPAY ORDERS ARE LOCATED AT POLICIES.CLOPAY.COM

Disclaimer:

Penny Overstreet

From: Bryan Moisao
Sent: Tuesday, August 19, 2025 8:12 AM
To: Penny Overstreet
Cc: Stephen Cox
Subject: Fire Department overhead doors.

Good Morning Penny,

As we discussed, I had reached out to Precision Garage Door, and they got back to me this morning. Unfortunately, they do not service commercial doors. I've also contacted several other contractors, but many of them have indicated that they don't handle commercial door work either.

I'll continue exploring other options, but it seems that finding a contractor for commercial doors is proving to be a bit challenging.

Bryan Moisao
Facilities Director
City of Flagler Beach
800 S. Daytona Ave.
P.O. BOX 70
Flagler Beach, FL 32136
(386) 780-4262
bmoisao@cityofflaglerbeach.com



RESOLUTION 2025-71

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A CONTRACT WITH THE OVERHEAD DOOR COMPANY FOR THE EMERGENCY REPLACEMENT AND REPAIR OF THE EMERGENCY SERVICES BUILDING BAY DOORS IN AN AMOUNT NOT TO EXCEED \$73,950; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, public safety is a critical core task of the City for Flagler Beach residents; and

WHEREAS, maintenance of vehicles, equipment, and structures is a key component of public safety response and readiness; and,

WHEREAS, the deterioration of the bay doors at the Emergency Services Building comprise the City's public safety readiness; and,

WHEREAS, City staff solicited proposals to replace and repair (as needed) for the east and west bay doors, receiving two proposals: Overhead Door Company and D & D Garage Doors and Gates; and,

WHEREAS, City Staff reviewed the proposals and recommends that the City Commission award the emergency replacement and repairs contract to Overhead Door Company (Daytona Beach);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. The City Commission authorizes the execution of a contract with Overhead Door Company of Daytona Beach for the emergency replacement and repair of the Emergency Services Building bay doors in an amount not to exceed \$73,950.

SECTION 2. Funding for this project is included in the proposed FY 2025/2026 budget.

SECTION 3. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed.

SECTION 4. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 5. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 28th day of August, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



Staff Report

City Commission Regular Meeting

August 28, 2025



To: City Commission
From: Dale Martin, City Manager
Meeting Date: August 28, 2025
Item Name: Resolution 2025-72. A Resolution by the City Commission of the City of Flagler Beach authorizing the City Manager to extend the Wickline Center Facility Use Agreement with Salty Church on a month-to-month basis, but no later than September 30, 2025; providing for conflict and an effective date.

Background:

The Pastor of Salty Church notified the City Manager that Coastal Church had closed on the property for their new location. However, the delay in the closing brings a need for additional time to move, preventing Salty Church from moving their equipment to their new location. Salty Church has requested an extension of the Use Agreement until September 30, 2025.

Fiscal Impact:

N/A

Staff Recommendation:

Staff request the Commission adopt Resolution 2025-72.

Attachments:

1. 2025-72

RESOLUTION 2025-72

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH AUTHORIZING THE CITY MANAGER TO EXTEND THE WICKLINE CENTER FACILITY USE AGREEMENT WITH THE SALTY CHURCH ON A MONTH-TO-MONTH BASIS, BUT NO LATER THAN SEPTEMBER 30, 2025; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach (the “City”) owns and maintains several buildings in the vicinity of S. Daytona Avenue and S. 7th Street, including the Wickline Senior (or Community Center); and,

WHEREAS, the City entered into a Facility Use Agreement (the “Agreement”) with the Salty Church (the “Church”) initially in 2019 and then revised in 2020; and,

WHEREAS, as permitted by the 2020 Agreement, the City opted to not extend the Agreement beyond the five-year term, terminating the Agreement effective May 31, 2025; and,

WHEREAS, the Church has prepared to relocate to another site, but needs time to appropriately reconfigure the new site for Church operations; and,

WHEREAS, Church officials have requested a month-to-month extension to the Agreement beyond the termination date to enable redevelopment of the new Church site; and,

WHEREAS, the City Commission adopted Resolution 2025-16 extending the use to August 31, 2025; and

WHEREAS, Salty Church has requested an extension until no later than September 30, 2025

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AS FOLLOWS:

SECTION 1. The City of Flagler Beach City Commission authorizes the City Manager to extend the Wickline Center Facility Use Agreement on a month-to-month basis, but no longer than September 30, 2025.

SECTION 2. Church officials must notify the City Manager (or his designee) by no later than the 20th of each month if the Church intends to continue its need for the City’s Wickline Center for the following month.

SECTION 3. All other terms and conditions of the Agreement remain in effect until the Church notifies the City of its intent to vacate the Wickline Center on September 30, 2025, whichever is

earlier.

SECTION 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 5. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 28th DAY OF AUGUST 2025.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk



Staff Report

City Commission Regular Meeting

August 28, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: August 28, 2025
Item Name: Application PVAR25-0002: Variance – Applicant is requesting a variance from the Land Development Code, Article II, Section 2.04.02. Design Guidelines, Location (2) and (5). Applicant requests relief from the land development code minimum standards for a two-way drive requiring eighteen feet (18') for a two-way drive for commercial use to a twelve-foot (12') lane for a two-way commercial use drive. Location: 907 N Ocean Shore Blvd., Flagler Beach, FL.

Background:

Land Use Data

Applicant: Joseph Pozzuoli, Architect
Owner: Gaspar Family Holdings
Property Address: 907 N Ocean Shore Blvd., Flagler Beach, FL
Parcel ID: 01-12-31-1100-00050-0050 .14 of an acre
Zoning: Tourist Commercial
Overlay: Downtown Mixed-Use Overlay
FLUM: Commercial

Background

February 2025, applicant for the owner attended Technical Review Committee (TRC) to gather technical feedback on a proposed two-story, mixed-use building with approximately 2513 SQ.FT. per floor. The first floor proposes two (2) retail spaces and a 2-car garage with exterior stairs that lead to a three (3) bedroom, two (2) bath dwelling unit.

Variance Request

Design Guidelines Section 02.04.02 (2) and (5)

The applicant is requesting a variance from the Land Development Code, *Article II, Section 2.04.02. Design Guidelines, Location (2) and (5).*

(2) - Individual ingress and egress drives extending across the public sidewalks and curbs connecting the off-street parking spaces to the public street areas shall not exceed a maximum of twelve (12') feet for a one-way drive and eighteen (18') feet for a two-way drive.

Applicant requests relief from the land development code minimum standards for a two-way

drive **requiring eighteen feet (18') for a two-way drive for commercial use to a twelve-foot (12') lane for a two-way commercial use drive.**

(5) - Joint common access drives and shared parking provisions are encouraged for two (2) or more contiguous interior lots owned exclusively or under separate ownership to enhance two-way access, thereby decreasing access width from fifteen (15') feet to twelve (12') feet for each lot.

The applicant requests relief from the land development code minimum standards for a joint common access drive on a contiguous interior commercial lot, **decreasing the land development code minimum standards for two-way access from twelve feet (12') on each lot to six feet (6') on each lot.**

Planning and Architectural Review Board Section 8.05.13

The Planning and Architectural Review Board (PARB) may recommend granting variances only upon finding that the request meets the six standards set forth in Appendix A, Land Development Regulations, Section 8.05.13.

In advocating any variance, the Planning and Architectural Review Board may prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is advocated, shall be deemed a violation of this ordinance.

The Planning and Architectural Review Board may prescribe a reasonable time limit within which the action for which the variance is required shall be begun or completed or both. Under no circumstances except as permitted above shall the Planning and Architectural Review Board advocate a variance to permit use not generally or by special exception permitted in the zoning district involved or any use expressly or by implication prohibited by the terms of this ordinance in the zoning district.

No nonconforming use of neighboring lands, structures or buildings in the same zoning district, and no permitted use of lands, structures or buildings in other zoning districts shall be considered grounds for the advocacy of a variance.

Staff Analysis Appropriate Conditions and Safeguards Section 8.05.13

1. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other structures or buildings in the same zoning district.
 - a. No special conditions or circumstances exist which are peculiar to the land which are not applicable to other commercial buildings in the same zoning district. Other commercial properties on State Route (S. R.) A1A are required to meet the standards, including those lots platted at 50' along S. Ocean Shore/A1A.
 - b. A1A is a state road and FDOT requirements for driveways are more stringent than the City's land development code. FDOT requires commercial properties to have two-way access and be a minimum of twenty-four feet (24').
2. That the special conditions and circumstances do not result from the actions of the applicant.
 - a. The circumstances are the result of the actions of the applicant/owner due to the building size of the proposed project. The size of the project does not accommodate a two-

- way drive width.
- b. The Land Development Code encourages and makes concessions for by joint access drives by decreasing the two-way access width from fifteen-feet (15') to twelve-feet (12') on each lot.
3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings or structures in the same zoning district.
- a. The granting of this variance confers special privileges which are denied to other commercial property in the same zoning district.
4. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.
- a. The granting of variance does not deprive the applicant of rights enjoyed by other properties in the same zoning district.
5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure,
- a. The minimal granting of a variance will not make possible the reasonable use of the land as a smaller commercial structure and/or mixed-use building can be built to accommodate a two-way joint commercial drive.
6. That the grant of the variance will be in harmony with the general intent and purpose of this ordinance, and that such a variance will not be injurious to the area involved or otherwise detrimental to the public welfare.
- a. The project proposes a joint/shared drive contiguous with the commercial property to the north with each commercial lot providing 6' drive easement to be utilized as a two-way drive. The commercial property to the north is listed on the property appraiser's site as a restaurant/café use. Both commercial properties utilizing a one-way twelve-foot (12') drive for ingress/egress onto A1A, Ocean Shore Blvd is potentially injurious or otherwise detrimental to the public.

PARB Meeting 08/05/2025

On August 05, 2025, the Planning & Architectural Board recommended that the City Commission approve with conditions the variance request in a vote of five to one. The following are draft minutes from the meeting.

Application PVAR25-0002: Variance – Applicant is requesting a variance from the Land Development Code, Article II, Section 2.04.02. Design Guidelines, Location (2) and (5). Applicant requests relief from the land development code minimum standards for a two-way drive requiring eighteen feet (18') for a two-way drive for commercial use to a twelve-foot (12') lane for a two-way commercial use drive. **Parcel ID No.:** 01-12-31-1100-00050-0050; **FLUM:** Commercial; **Zoning District:** Tourist Commercial; **Owner:** Gaspar Family Holding Three LLC, 908 N Central Avenue, Flagler Beach, FL 32136; **Applicant:** Gaspar Family Holding Three LLC, 908 N Central Avenue, Flagler Beach, FL. 32136; **Representative:** Joseph Pozzuoli Architect, P.A., 314 Moody Boulevard, Flagler Beach, FL 32136.

City Attorney, Drew Smith, presented the item. The City Planner, Lupita McClenning, was not

present, but the City Planner's staff findings were included in the agenda packet. City Engineer, Bill Freeman, was present to answer technical questions. Attorney Smith directed the Board to page 55 of the agenda packet which outlines the six criteria required and the relevant staff findings. Attorney Smith outlined the requirements needed for a recommendation to the City Commission to approve the request. Representatives of the applicant, Joseph Pozzuoli and Deborah Bird, were present and spoke before the Board. Mr. Pozzuoli outlined his response to the six requirements needed for the variance to be approved. Mr. Pozzuoli's comments included the conditions related to the existing development surrounding the subject property created a hardship for the applicant to include a shared driveway, a building to the south and the size of the lot (applicant provided a printout from the Land Development Code section 2.02.04 which is attached to the minutes). Board discussion ensued and comments included the square footage of the proposed project, changing the building footprint, FDOT requirements, Ocean Shore Boulevard regulations in the Land Development Code, shared driveway challenges, existing development with similar challenges, travel trips, width of the city streets, minimum width for a two-way driveway, frontage guidelines, creating a handicap parallel parking space in front of the building, a possible state handicap parking variance through the Florida Building Code, mixed-use district parking regulations, challenges with existing non-conforming lot, existing city streets, and concerns with future development. Discussion ensued with Attorney Smith to amend the variance request. Paul Mykytka expressed his concerns and would like to see a wider driveway. Barbara Revels made a motion to recommend approval of item 7b. with the condition that the applicant remove the handicap space in the back of the building and place it in the front of the building, providing for a sixteen (16') foot-wide driveway. Attorney Smith expressed concern to relocating the parking space as part of the motion and whether moving the parking space is permitted. Attorney Smith advised the motion should include only the recommendation for approval with the condition of the applicant meeting a sixteen (16') foot-wide driveway. Barbara Revels amended her motion to recommend approval with the condition of requiring a sixteen (16') foot-wide driveway. Paul Mykytka inquired with the City Engineer if the sixteen (16') foot-wide driveway was sufficient. The City Engineer, Bill Freeman, stated the sixteen feet (16') would be tight, but sufficient. Scott Chappuis seconded the motion. Attorney Smith stated for the record there was no public present, and no public comment was received.

Roll Call: Boudie Estberg, Nay; Lisa Smith: Yea; Scott Chappuis, Yea; Barbara Revels, Yea; Paul Mykytka, Yea; Chair Suzie Johnston, Yea. Motion passed five (5) to one (1).

Fiscal Impact:

None.

Staff Recommendation:

Staff (including the City Manager and City Planner) recommend **DENIAL** of the requested variance.

The request to permit a reduced shared drive designed for single-family residential use does not meet the standards for "practical difficulty" or "undue hardship." Granting the variance would negatively impact public safety, traffic flow, and the surrounding neighborhood.

The City Commission must also determine if the variance request is consistent with the goals and policies of the zoning code, including the specific regulations regarding driveways and access management along S. R. A1A.

Staff recommends the City Commission deny the variance based on the following conditions:

1. An economic disadvantage or a desire for convenience is not sufficient to demonstrate undue hardship. According to Florida case law, a variance cannot be granted for self-created hardships. A hardship must be unique to the property; not conditions and standards applicable to other properties that are similarly zoned (tourist commercial with a mixed-use overlay.)
2. The reduction in shared-drive driveway access for use by two contiguous commercial properties poses a safety risk on S. R. A1A, potentially impacting traffic flow, sight distance, with a high possibility of congestion for vehicles entering and exiting the properties sharing the driveway access.
3. Reduced driveway access could increase the risk of accidents, especially for pedestrians and vehicles turning in and out of the property. Vehicles entering or exiting S. R. A1A simultaneously from either commercial property leads to unsafe traffic flow.
4. The applicant bears the burden of proof to justify the need for the variance by providing supporting documentation including a traffic study demonstrating the unique circumstance and the impact of denying the variance request. If the applicant fails to provide sufficient evidence, the variance request can justifiably be denied.
5. Florida Department of Transportation (FDOT) Access Management Standards govern access to the state highway system, including S. R. A1A. Although the City's Land Development Code reduces the width requirements for a shared drive access from fifteen-feet (15') to twelve-feet (12') on each lot, FDOT access management standards requires a twenty-four-foot (24') drive access for commercial uses.

Attachments:

1. APPLICATION_PVAR25-0002_FINAL
2. Mailing List_300 FT
3. 25-00252F Legal Ad Affidavit
4. SURVEYS
5. CORRECTED_SITE PLANS 907 N OCEAN SHORE



CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

GENERAL APPLICATION	
☐ Final Site Plan	☐ Preliminary Plat
☐ Master Site Plan	☐ Final Plat
☐ Site Development Plan(s)	☐ Plat Vacating
☐ Rezoning	☐ Subdivision Master Plan
☐ Comprehensive Plan Amendment	☐ Non-statutory Land Division/Parcel Reconfiguration
☐ Future Land Use Map Amendment	☐ Site Plan Modification (Post approval)
☐ Special Exception	☐ Development Order Modification
☒ Variance	☐ Wireless Communication Facility (new structure)

Application Submittal Date: _____

Fee Paid: \$ _____ Date Received: _____

Employee Accepting Application (print name): _____

Rejected Date: _____ Rejected by: _____

Reason for Rejection: _____

RECEIVED

JUL 01 2025

A. PROJECT NAME: Mixed use @ 907 Ocean Shore Blvd N

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): 907 Ocean Shore Blvd N

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): 01-12-31-1100-00050-0050

D. LEGAL DESCRIPTION: see Dwg Cover Sheet Subdivision Name: Cochran Place

Section: _____ Block(s): 5 Lot(s): 5

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 6,227.129 SF

F. FUTURE LAND USE MAP DESIGNATION: Mixed Use EXISTING ZONING DISTRICT: TC

OVERLAY DISTRICT: ALA retail Character

G. FLOOD ZONE: X FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____

H. CURRENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS)
Variance for a 12' drive serving a mixed use, commercial and Residential New construction

J. PROPOSED NUMBER OF LOTS (If Applicable): 1 Development Phasing: Yes ☐ No ☐



CITY OF FLAGLER BEACH PLANNING & ZONING DEPARTMENT

K. LIST ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION: #SP24-0001

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER: <u>Gaspar Family Holding</u>	APPLICANT/AGENT: <u>Joseph Pozzvoli Architect</u>
Name:	Name:
Mailing Address: <u>P.O. Box 730 Hastings FL</u>	Mailing Address: <u>(See Below)</u>
Phone Number: <u>908-461-7267</u>	Phone Number:
E-mail Address:	E-mail Address:

MORTGAGE HOLDER: <u>N/A</u>	ENGINEER OR PROFESSIONAL:
Name:	Name: <u>Joseph Pozzvoli Architect</u>
Mailing Address:	Mailing Address: <u>314 Moody Blvd Flagler Beach, FL</u>
Phone Number:	Phone Number: <u>386-439-5650</u>
E-mail Address:	E-mail Address:

SURVEYOR: <u>Stephenson, Wilcox Assoc.</u>	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address: <u>2128 E Moody Blvd #400 Bunnell</u>	Mailing Address:
Phone Number: <u>386-437-6030</u>	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

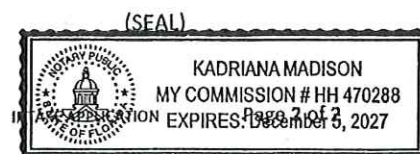
Signature of owner OR person authorized to represent this application:

Signature(s): _____

Printed or typed name(s): CASIMIRO GASPAR

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27 day of June 2025 by Casimiro Gaspar Individual submitted by ☒ Personal Knowledge ☐ Satisfactory Evidence: Type _____

Kadi-Madison
Signature of Notary Public, State of Florida





City of Flagler Beach
P.O. Box 70 *800 S Daytona Avenue
Flagler Beach, Florida 32136
Phone (386) 517-2000 Fax (386) 517-2016

Zoning Variance Application

Date:

Applicant: Joseph Pozzuoli Architect Email: joseph@jpaflorida.com

Address: 314 Moody Blvd Flagler Beach FL 32136 Phone#: 386-439-5650

Owner of Subject Property: Gaspar Family Holding

Address: 8601 E Church St P.O. Box 730 Email: cgaspar@trailco-online.com
Hastings FL 32145 Phone#: 908-451-7267

Applicant Status: ☐ Owner ☒ Agent for Owner ☐ Attorney for Owner ☐ Contract Purchaser

This is a request for a Variance for a 12' drive serving a new mixed use
commercial/residential building

on TC zoned property. The Comprehensive Plan Future Land Use designation is Commercial

Size or Parcel 5,413 sq ft Tax Parcel# 01-12-31-1100-00050-0050

Address of Property 907 Ocean Shore Blvd N Flagler Beach FL

APPLICATION WILL NOT BE ACCEPTED UNLESS ALL OF THE FOLLOWING ARE TTACHED:

- A. A filing fee of \$700.00 + \$35.00 intake fee, plus additional fees for mailing notifications to adjoining property owners and public notices in newspaper. All of these fees are non-refundable.
- B. A notarized authorization form from the owner or the attorney representing the owner.
- C. A copy of the legal description.
- D. A signed and sealed survey of the property prepared by a Florida Registered Land Surveyor that shows the location and dimensions of existing and proposed structure(s) and distances of existing and proposed structure(s) from all lot lines and proposed improvement for which the variance is requested.
- E. A completed signed written petition for a variance.

THIS IS TO CERTIFY THAT I AM THE OWNER OF THE SUBJECT PROPERTY DESCRIBED IN THIS VARIANCE PETITION. I HAVE READ THIS PETITION AND THE STATEMENTS CONTAINED HEREIN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.
SIGNATURE OF PETITIONER: [Signature] DATE: 8/4/2025

owner agent

Owner Authorization

Property Address: 907 Ocean Shore Blvd N

Parcel Id: 01-12-31-1100-00050-0050

AS OWNER, I AUTHORIZE Joseph Pozzuoli TO ACT AS MY AGENT IN THIS MATTER.
PRINT NAME, ADDRESS AND PHONE NUMBER OF REPRESENTATIVE, IF APPLICABLE.

NAME: Casimiro Gaspar ADDRESS: 908 North Central Ave.

PHONE: (908) 451-7267

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by
Casimiro Gaspar

SIGNATURE OF OWNER

OWNER'S NAME (Print/Type)

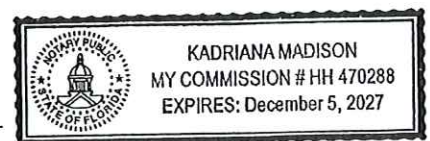
ADDRESS (Street, City) & Phone Number

This 27 day of Jun, 2025. Who is personally known to me or has produced
as identification.

Commission Number & Expiration

Notary Public

Karl Madison



Variance Request

for 907 N Ocean Shore Blvd Parcel ID #01-12-31-1100-00050-0050

NARRATIVE

The existing site is a 50 ft Lot with a zero-lot line on one side and a shared driveway on the other. The shared driveway is outlined in the deeds as a 6ft easement on each of the properties. There are two residential parking spaces in a Garage located in the rear of the building and two on site parking spaces behind the building. These are accessed by the shared driveway.

The property to the south was built in such a way that our property is unable to build to the required 0 lot line because the existing building was built with a cantilevered 2nd floor with egress windows exiting out toward our property and for Firefighters to access those windows, we have set our building 1ft to 1ft-1in off the property line leaving room for a ladder to be erected at the proper angle.

The adjacent property to the North has a structure within 5ft +/- of the existing drive. The owner has made little to no effort to improve any part of this property other than renting it out to the next tenant. It is believed he would be unwilling to participate in any joint improvement initiatives.

The low number of parking spaces in the rear of the lot, even when combined with the adjacent property, is very low and will have very few trips in and out of the site per day. There should be no detrimental impact from having only a 12 ft drive because of the low number of trips. A 20-24 ft drive off A1A would be impractical because of the low trip count and would go against the stated desire for driveways on A1A to have minimal width.

The owner has been working on developing this site for the past 4 years. He has been meeting with the Design Review and Zoning Staff at the City throughout this time. On May 3rd, 2024 #SP24-0001 went before the Planning and Building department for Final Site Plan approval and it was recommended by the staff for Approval with the shared 12ft Drive. (See attachment) We are requesting to continue to develop the site as shown in the #SP24-0001 review with the 12ft shared drive. We are addressing the other concerns stated during the PARB submission that caused the submission to be tabled.

The fact that both structures adjacent to our property have legacy status nonconforming anomalies makes development of our property to the stated zoning guidelines impractical and detrimental to the design and development of our lot.

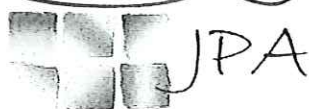
We also have a slope on the site of 24-30 inches from the front to the back so we are installing a Handicap ramp from the Parking spaces in the rear to the Commercial entrances along A1A.

How our Variance meets each Variance requirement.

1. There is an existing shared driveway to the North with 6' easements on both the property in question and the property to the North. To the South there is an existing three-story apartment building built with a cantilevered 2nd floor with egress windows exiting out toward our property. It is a 50 ft Wide Mixed-Use Lot.
2. The 3 conditions listed above in item 1 are existing.
3. No special Privileges would be granted; the applicant is following architectural guidelines in the LDR.
4. The literal interpretation would force the applicant to reduce the footprint of the first-floor commercial space because of a required two-way drive that is not practical for the low number of trips that the drive will serve daily. In addition, because the adjacent property that shares the drive is existing, they would not be required to make changes to their side of the shared drive and would end up utilizing more of the property in question than the 6ft easement grants them access to.
5. This is the minimal variance that makes possible the reasonable use of the land, utilizing the mixed-use guidelines intent.
6. Granting the variance will be in harmony with the general intent and purpose of the ordinance and will not be injurious to the area involved or otherwise detrimental to the public welfare because there should be no detrimental impact from having only a 12 ft drive because of the low number of trips. A 20-24 ft drive off A1A would be impractical because of the low trip count and would go against the stated desire for driveways on A1A to have minimal width.

Joseph D. Pozzuoli, AIA, ID, ICAA

Principal



Joseph Pozzuoli Architect, PA AA26003787

Legal Discription

LOT5, BLOCK 5, COCHRAN PLACE ADDITION, PER PLAT OF SAID SUBDIVISION, FLAGLER COUNTY, FLORIDA RESERVING UNTO THE GRANTOR A SIX FOOT (6') EASEMENT ALONG THE NORTHERLY LOT LINE OF LOT 5, BLOCK 5, COCHRAN PLACE SUBDIVISION. TOGETHER WITH A SIX FOOT (6') EASEMENT ALONG THE SOUTHERLY LOT LINE OF LOT 4, BLOCK 5, COCHRAN PLACE ADDITION, PER PLAT OF SAID SUBDIVISION, FLAGLER COUNTY, PER PLAT IN PLAT BOOK 1, PAGE 12, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA COCHRAN PLACE SUBDIVISION. ALONG WITH THE EASTERLY 10.00' FEET OF LOT 8, BLOCK 5, COCHRAN PLACE ADDITION, PLAT BOOK 1, PAGE 12, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PREPARED BY AND RETURN TO:
Michael D. Chiumento III, Esquire
CHIUMENTO LAW, PLLC
145 City Place, Suite 301
Palm Coast, Florida 32164
Attn: Caroline McNeil

Property Appraisers Parcel
Identification Numbers
01-12-31-1100-00050-0050;

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION

"NOTE TO RECORDING CLERK:

This deed conveys unencumbered property for nominal consideration from the Grantor to Grantee, its sole owners/members and is, therefore, exempt from Florida documentary stamp taxes pursuant to Crescent Miami Center, LLC v. Florida Department of Revenue, 903 So2d 913 (Fla. 2005)"

WARRANTY DEED

THIS INDENTURE, Made this 13 day of June, 2025, **GASPAR FAMILY HOLDING THREE, LLC, a Florida limited liability company**, whose post office address is 908 North Central Avenue, Flagler Beach, FL 32136, hereinafter called the Grantor, to **GASPAR FAMILY HOLDING THREE, LLC, a Florida limited liability company**, whose post office address is 908 North Central Avenue, Flagler Beach, FL 32136, hereinafter called the Grantee:

WITNESSETH, That said Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in FLAGLER County, Florida, to-wit:

THE EASTERLY 10.00' FEET OF LOT 8, BLOCK 5, COCHRAN PLACE ADDITION, PLAT BOOK 1, PAGE 12, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

TOGETHER WITH

Lot 5, Block 5, Cochran Place Addition, per plat of said subdivision, Flagler County, per plat in Plat Book 1, Page 12, of the Public Records of Flagler County, Florida, reserving unto the Grantor a six foot (6') easement along the Northerly lot line of Lot 5, Block 5, Cochran Place Subdivision. TOGETHER WITH a six foot (6') easement along the Southerly lot line of Lot 4, Block 5, Cochran Place Addition, per plat of said subdivision, Flagler County, per plat in Plat Book 1, Page 12, of the Public Records of Flagler County, Florida Cochran Place Subdivision.

TOGETHER WITH

The Southerly 25 feet of the following described property:

All that certain parcel of land and the riparian rights and accretions pertaining thereto, situated in U.S. Lot 2 of Section 1, Township 12 South, Range 31 East, more particularly described and bounded as follows: Bounded on the West by the Easterly boundary of the Right-of-Way for Atlantic Boulevard, also known as Ocean Shore Boulevard, and as State Road A1A, bounded on the East by the Atlantic Ocean, bounded on the North by the North line of Lot 5, of Block 5, of Cochran Place Addition to Ocean City Beach, (now Flagler Beach), Flagler County, Florida, according to the plat thereof on file in the Public Records of Flagler County, Florida, in Plat Book 1, at Page 12 produced Eastward to the Atlantic Ocean, and bounded on the South by the South line of Lot 5, of Block 5 of said Cochran Place Addition above mentioned produced Eastward to the Atlantic Ocean. Subject to the perpetual reservation of oil, gas and mineral rights reserved in that certain deed of conveyance bearing date of November 14, 1951 from J.D. Blalock and his wife, Minetta Blalock to Claude G. Varn and Mary Belle Varn, husband and wife, recorded in Deed Book 38, at page 25, of the Public Records of Flagler County, Florida.

Grantor warrants that at the time of this conveyance this was not their homestead property.

TOGETHER with all the tenements, hereditament and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO taxes for the year 2025 and subsequent years; Assessments or Owner Association, Covenants, Restrictions, Easements, Reservations and Limitations of Record, if any.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2024.

IN WITNESS WHEREOF, the Grantor has signed sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

GASPAR FAMILY HOLDING COMPANY THREE, LLC, a Florida limited liability company
By: GASPAR UMBRELLA HOLDING COMPANY, LLC, its Manager

By: [Signature]
Casimiro Gaspar, Manager

Amanda A. Swift
Witness Signature

Print Witness Name: Amanda A. Swift

Witness Address: 145 City Pl. Ste 301

Palm Coast FL 32164

Karolyn N. Sheekey
Witness Signature Karolyn N. Sheekey
Print Witness Name: _____

Witness Address: 145 City Pl. Ste 301

Palm Coast FL 32164

State of FLORIDA
County of FLAGLER

The foregoing instrument was acknowledged before me by ☒ means of physical presence or _____ online notarization this 13 day of June, 2025 by Casimiro Gaspar, as Manager of Gaspar Umbrella Holding Company, LLC, as Manager of Gaspar Family Holding Company Three, LLC, a Florida limited liability company. He ☒ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]

Karolyn N. Sheekey
Notary Public

Printed Name: _____

My Commission

Expires: _____



Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal
Kareen Movsesyan
Sydney L. Nix
Mark A. Hall
Eric R. Sloan
Thomas R. Pycraft, *of-counsel*

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com



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

57 W. Granada Blvd.
Ormond Beach, FL 32174

Proudly serving Flagler and Volusia Counties for over 50 years

June 23, 2025

Gaspar Family Holding Three, LLC
908 North Central Avenue
Flagler Beach, FL 32136

RE: Lot 5, Flagler Beach

Dear Mr. Gaspar:

In connection with the above-referenced property, enclosed please find the original and a copy of the Warranty Deed that has been recorded in O.R. Book 2968, Page 1602, Flagler County, Florida.

If you have any questions or require anything further, please feel free to contact our office.

Sincerely,

Caroline McNeil
Florida Registered Paralegal to
Michael D. Chiumento III, Esq.

Enclosures



City of Flagler Beach

Planning and Building Department

Date: May 3, 2024

To: X, Chairman Planning and Architectural Review Board
Board Members

From: Planning and Building Department

Subject: Final Site Plan Approval: Application #SP24-0001; 907 North Ocean Shore
Boulevard Mixed Use Building

A. SUMMARY IN BRIEF:

Purpose

The applicant has submitted Application SP#24-XX-XX to appear before the Planning and Architectural Review Board (PARB) the purpose of which is to obtain a recommendation of approval as it relates to a mixed use building with retail on the ground floor and an apartment on the second floor.

Location:

907 North Oceanshore Boulevard
(See Attachment #1 Location Map).

Zoning, Future Land Use and Current Use

Zoning District	Future Land Use Map	Current Land Use
Tourist Commercial (See Attachment 2)	Commercial (See Attachment 3)	Vacant

Description:

LOT 5, BLOCK 5, COCHRAN PLACE ADDITION, PER PLAT OF SAID SUBDIVISION, FLAGLER COUNTY, PER PLAT IN PLAT BOOK 1, PAGE 12, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, RESERVING UNTO THE GRANTOR A SIX FOOT (6') EASEMENT ALONG THE NORTHERLY LOT LINE OF LOT 5, BLOCK 5, COCHRAN PLACE SUBDIVISION. TOGETHER WITH A SIX FOOT (6') EASEMENT ALONG THE SOUTHERLY LOT LINE OF LOT 4, BLOCK 5, COCHRAN PLACE ADDITION, PER PLAT OF SAID SUBDIVISION, FLAGLER COUNTY, PER PLAT IN PLAT BOOK 1, PAGE 12 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA COCHRAN PLACE SUBDIVISION.

Existing Conditions

- Vacant Property

B. Land Development Regulations Compatibility

Proposed Development

A two-story, mixed use building with approximately 2,392 square feet per floor. The ground floor contain ±1,445 of retail space and a two car garage with stairs directly into a 3 bedroom, 2 bathroom dwelling unit upstairs.

There are two parking spaces (including 1 required ADA space) located to the rear of the building. These spaces and the garage are accessed by a driveway shared with the property to the north, which is described in the legal description.

The property is located in the A1A Retail Character District (as it was extended in 2015) but not in the CRA district.

Retail uses and apartments are allowed in the Tourist Commercial zoning district.

C. SITE DESIGN

Chapter 4 of the X lays out the site design requirements for the A1A Retail Character District:

1. **Build To Line** – The Code requires a 0' setback on the front, 0' setback on one side, and that a building occupy at least 65% of the lot frontage. The proposed building is set back 9' from the front property line, 0' from the south property line, and 10' from the north property line. The building occupies 79% of the lot frontage.

Finding – Recommend approval of front setback. The proposed minor difference from the requirement still helps create a unified street front, while making construction easier and allowing potential space for outdoor dining, display, signage, etc. Side and rear setbacks comply.

2. **Parking** – Parking is located in the rear of the lot, as required. A total of 6 spaces are provided – 2 within the garage, 2 at the rear of the lot, and 2 on-street spaces in front. Within the A1A Retail Character District, the "Maximum amount of off-street parking permitted for all uses in the Downtown A1A Retail District should conform to Section 2.06.02.1 Schedule of Off-Street Parking Requirements." That maximum amount would be 2 for the residential use and 1 space per 300 square feet of the retail use, or 5, for a total of 7 spaces.

Finding – Compliant

3. **Building Height** – The building plans show the building is 31.5' high from grade to the roof peak, within the 35' height limit.

Finding – Compliant

4. **Facade Guidelines** – Vertical setbacks are only required on buildings higher than 2 stories. The elevation drawings show the required 3 distinct bands of composition – base, mid-section, and roof.

Finding – Compliant

5. **Impervious Surface Area** – A maximum of 70% impervious surface is required. Based on the site plan, it appears that the project can achieve 56% impervious surface if the building footprint and ADA parking space are paved and the remaining driveway is built with a pervious material.

Finding – Compliant

Staff Recommendation: Recommend approval of site plan SP#24-XX-XX the City Commission.

ATTACHMENTS:

Attachment #1 – Location Map

Attachment #2 – Zoning Map

Attachment #3 – Future Land Use Map

Attachment #4 – Site Development Plan and Data

Site Plan/Survey Overlay – See *Plan Set*



City of Flagler Beach

Planning and Architectural Review Board

Tuesday, May 7, 2024 at 5:30 p.m.

105 S. 2nd Street

Flagler Beach, FL 32136

MEETING MINUTES (AMENDED)

Call meeting to order: Chairman Joseph Pozzuoli called the meeting to order at 5:30p.m

1. Pledge of Allegiance: Brenda Wotherspoon led the Pledge of Allegiance.

2. Roll Call:

Present: Chairman Joseph Pozzuoli, Vice Chairman Marshall Shupe, Joann Soman, Brenda Wotherspoon, Scott Chappuis, Lisa Smith and Paul Chestnut

Absent: None

Staff Present City Attorney Drew Smith, Secretary Michele Ficocello and Bonnie Bramer

3. Approval of Meeting Minutes:

Joann Soman motioned to approve April 2, 2024 meeting minutes. Brenda Wotherspoon seconded motion. Motion passed unanimously.

4. Old Business:

None

5. New Business:

Application RZ 24-0001: Request to rezone property from the General Commercial (GC) zoning district to the Single Family Residential (R1) zoning district. Property will combine with the adjoining parcel at 112 N 6th Street (Parcel No. 12-12-31-4500-00020-0070). Parcel ID No.:12-12-31-4500-00020-0081; Zoning District: General Commercial (GC); FLUM: Commercial; Owner: Joseph Kovach - 112 N 6th Street, Flagler Beach, FL 32136; Applicant: Joseph Kovach - 112 N 6th Street, Flagler Beach, FL 32136

Applicant Joseph Kovach was present for meeting. Drew Smith, City Attorney presented item to board. A rezoning request with a companion Future Land Use Map amendment to allow the property owner to develop the property with an accessory dwelling unit (ADU) in conjunction with the existing house at 112 North 6th Street. Under the current zoning, a single-family residence could be built on the subject property, however, the owners wish to construct an ADU smaller than the required minimum size for a house. The project would be consistent with the proposed Future Land Use Map designation.

Staff Recommendation: Recommend approval of site plan RZ24-0001.

Applicant requested clarification regarding the future land use zoning. Mr. Smith stated zoning is going from a more intense use to a less intense use which is Medium Density Residential.

Chairman Pozzuoli opened public comments. No public comments, Chairman Pozzuoli closed public comment.

Joann Soman motioned to recommend approval of Application RZ 24-0001 and to incorporate findings made by the planning staff. **Approve Rezoning Application to rezone Parcel I.D. No. 12-12-31-4500-00020-0081 from General Commercial to Single Family Residential based upon findings of fact which demonstrate the zoning change request is following all applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan.** Lisa Smith seconded the motion. Motion passed unanimously.

Application FLUMA 24-0001: Request to amend the Future Land Use Map designation of the property from Commercial to Medium Density Residential. Property will combine with the adjoining parcel at 112 N 6th Street (Parcel No. 12-12-31-4500-00020-0070); Parcel ID No.: 12-12-31-4500-00020-0081; Zoning District: General Commercial (GC); FLUM: Commercial; Owner: Joseph Kovach - 112 N 6th Street, Flagler Beach, FL 32136; Applicant: Joseph Kovach - 112 N 6th Street, Flagler Beach, FL 32136.

Drew Smith presented item to the board. A Future Land Use Map amendment request with a companion rezoning application to allow the property owner to develop the property with an accessory dwelling unit (ADU) in conjunction with the existing house at 112 North 6th Street. Under the current zoning, a single-family residence could be built on the subject property. An accessory use can only be built in conjunction with an allowed primary use. The owners plan to join the two properties, which requires a rezoning and Future Land Use amendment to avoid a split zoning. The project would be consistent with the proposed Future Land Use Map designation.

Joann Soman motioned to recommend approval of Application FLUMA 24-0001 and to incorporate findings made by the planning staff. **Approve Future Land Use Map Amendment Application to change Parcel I.D. No. 12-12-31-4500-00020-0081 from Commercial to Medium Family Residential based upon findings of fact which demonstrate the amendment request is following all applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan.** Paul Chestnut seconded the motion. Motion passed unanimously.

Application SP 24-0001 Final Site Plan Approval – Request to build a new mixed-use building at 907 N Ocean Shore Blvd. Parcel ID No.:01-12-31-1100-00050-0050; Zoning District: Tourist Commercial (TC); FLUM: Commercial; Owner: Gaspar Family Holding – 8601 E Church St, Hastings, FL 32145; Applicant: Luis Medeiros, A Plus Home Improvements; 306 S Railroad St, Bunnell, FL 32110.

Applicant Luis Medeiros, Contractor and Owner Mr. Gaspar are present for meeting.

Mr. Smith presented item to the board. The applicant has submitted Application SP#24-0001 to appear before the Planning and Architectural Review Board (PARB) the purpose of which is to obtain a recommendation of approval as it relates to a mixed-use building with retail on the ground floor and an apartment on the second floor.

Staff Recommendation: Recommend approval of site plan SP#24-0001.

Chairman Pozzuoli opened board discussion. The following comments and concerns were received.

- Plans not reflecting downhill grade. Garage appears to be on the same level as the commercial spaces.
- Rear property parking
- Required total commercial parking spaces with handicap
- Parking spaces are contradicting on the site plan
- Unable to determine if parking is adequate
- Inconsistencies in plans submitted for review and show more detail on plans
- Retention area
- Fire code for stairs
- Change in grade not reflected on plan, inconsistent
- Sanitation/Trash bins storage
- Ingress/egress
- Building eastward of the CCCL
- Show calculations for pervious and impervious coverage
- Turtle lighting package not submitted
- Stairwell and elevator need proper egress
- Existing shared driveway
- Concern with not having a detailed site plan indicating square footage, number of parking spaces required, number of parking spaces exempted and number of required parking.
- Mixed Use Standards not showing on plan for required parking
- Show grade of driveway on the north side so as to see how it relates to the garage and entrance to the garage

~~Brenda Wotherspoon motioned to table final site plan Application SP 24-0001~~ Brenda Wotherspoon expressed the need to obtain a clearer detailed site plan and information for the following:

- Show grade relating to garage and show driveway grade
- Show residential calculation separated from commercial calculation and how calculation was determined.
- Show parking surface regarding parking out back
- Submit turtle lighting package
- Show square footage of retention area
- Stairwell and elevator need to be reviewed with professional to verify proper egress
- Show location of trash bin placement; need enough spaces for all three units

Commented [MF1]: Amended at the July 2, 2024 meeting. Chairman Pozzuoli thought the motion was to deny and could not find where the motion was made. Lisa Smith pointed out the motion was made by Brenda Wotherspoon to table the final site plan, but was out of order being further up the page in the minutes.

~~Brenda Wotherspoon motioned to table final site plan Application SP 24-0001~~ Joann Soman seconded the motion. Motion passed unanimously.

Commented [MF2]: Amended at the July 2, 2024 meeting. Moved for continuity.

ORDINANCE 2024 -XX - AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE CITY OF FLAGLER BEACH LAND DEVELOPMENT REGULATIONS RELATING TO MOBILE HOME PARK SETBACKS; AMENDING SECTION 2.09.103 OF THE LAND DEVELOPMENT REGULATIONS TO REDUCE THE SETBACKS FOR MOBILE HOMES LOCATED WITHIN MOBILE HOME LOCATED WITHIN MOBILE HOME PARKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATIONS, CONFLICTS, AND EFFECTIVE DATE.

ITEM WAS WITHDRAWN BY APPLICANT PRIOR TO MEETING.

6. Board Comments - None

7. Other Business - None

8. Adjournment

Vice Chairman Marshall Shupe motioned to ~~adjourned~~ adjourn the meeting. Scott Chappuis seconded the motion.

Meeting adjourned at 7:00pm.

Commented [MF3]: Amended at the July 2, 2024 meeting. Joann Soman corrected the grammar from adjourned to adjourn the.

Mailing List_300 FT

addr1	addr2	addr3	addr4	addr5
01-12-31-1100-00090-0100	TANNER PAUL BISHOP DIOCESE OF	ST AUG/CATHOLIC CENTER	11625 OLD ST AUGUSTINE ROAD	JACKSONVILLE, FL 32258
01-12-31-1100-00040-0080	WILDER STEPHEN L & JULIE A H&W		25 PARK SHORE POINT	NEWNAN, GA 30263
01-12-31-1100-00050-0120	GILCHRIST WILLIAM R	& LINDA G H&W	922 N CENTRAL AVE	FLAGLER BEACH, FL 32136
MULTI PARCEL IDs	GORDON KEMMERLY LLC		106 HERNANDEZ AVE	PALM COAST, FL 32137
01-12-31-1100-00040-0060	FLAGLER RENTALS LLC		5458 TIERRA VERDE LANE	JACKSONVILLE, FL 32258
01-12-31-1100-00050-0090	GASPAR CASIMIRO & ANABELA	H&W	908 N CENTRAL AVE	FLAGLER BEACH, FL 32136
MULTI PARCEL IDs	GASPAR FAMILY HOLDING THREE LLC		908 NORTH CENTRAL AVENUE	FLAGLER BEACH, FL 32136
01-12-31-1100-00050-0070	WAGNER KEVIN ANDREW	& JODI SUE TRUSTEES	PO BOX 1014	FLAGLER BEACH, FL 32136
MULTI PARCEL IDs	AMORGINOS PLLC		103 AMBERWOOD DRIVE	LONGWOOD, FL 32779
01-12-31-1100-00060-0120	KERR JOSEPH A & MONA L TRUSTEES		5520 NINE MILE ROAD	MARYVILLE, TN 37801
MULTI PARCEL IDs	IRA FINANCIAL TRUST COMPANY	FBO GORDON KEMMERLY	106 HERNANDEZ AVE	PALM COAST, FL 32137
01-12-31-1100-00060-0110	TYLER JOHN KEVIN &	LYNE L TYLER	818 N CENTRAL AVE	FLAGLER BEACH, FL 32136
01-12-31-1100-00050-0040	FLAGLER BEACH LLC		8851 A1A SOUTH	ST AUGUSTINE, FL 32080
MULTI PARCEL IDs	FLAGLER BEACH PROPERTIES LLC		PO BOX 1414	PONTE VEDRA BEACH, FL 32004
01-12-31-1100-00060-0090	WALLACE LEHMAN R JR &	JUDITH C WALLACE H&W	812 CENTRAL AVE N	FLAGLER BEACH, FL 32136
01-12-31-1100-00050-0060	WALSH CHRISTOPHER M & JESSICA	L WALSH H&W	901 N OCEAN SHORE BLVD	FLAGLER BEACH, FL 32136
01-12-31-1100-00060-0010	ECKER PROPERTY MANAGEMENT LLC		3054 PAINTERS WALK	FLAGLER BEACH, FL 32136
01-12-31-1100-00170-0160	JOERGER BERNIE	& ELIZABETH JOERGER	345 N 11TH STREET	FLAGLER BEACH, FL 32136

Serial Number
25-00252F

Observer

You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of August 5th and August 28th

in the Court, was published in said newspaper by print in the

issues of 7/24/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond
Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

24th day of July, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Bonnie Hamilton
Notary Public, State of Florida
(SEAL)



CITY OF FLAGLER BEACH PUBLIC HEARING NOTICE

Variance Application PVAR25-0002 - 907 N Ocean Shore Blvd. An application has been submitted requesting a variance from Appendix A - Land Development Regulations, Article II, Section 2.04.02.7.1. The request is to decrease two-way driveway width on a joint common access drive from 12' on each lot to 6' on each lot for a two-way driveway.

The subject property is identified as Parcel ID No. 01-12-31-1100-00050-0050 COCHRAN PLACE SUBD BLK 5 LOT 5 & S 1/2 LOT E OF AIA OPP BLK 5 LOT 5.

A PUBLIC HEARING IS SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, AUGUST 5, 2025 AT 5:30 P.M.

CITY COMMISSION: THURSDAY, AUGUST 28, 2025 AT 5:30PM OR SOON THEREAFTER.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT 386-517-2000 EXT. 231.

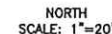
The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the *Americans with Disabilities Act*, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

For further information about this request, please call the Planning & Zoning Department at (386) 517-2000 Ext. 231. More detailed information may be inspected by the public at the Planning & Zoning Department, 800 S. Daytona Avenue, Flagler Beach, during office hours.

Jul. 24 25-00252F



NOTE: PURSUANT TO FLORIDA STATE LAW, THIS SURVEY IS VALID NO MORE THAN 90 DAYS FROM DATE OF LAST FIELD WORK

LEGEND:

- R 1/2" Iron Rod set "LB7572"
- P 5/8" Iron Rod found
- R 1/2" Iron Pipe
- N/D Not and Disk set "LB7572"
- N/D Not and Disk found
- ⊙ PCP Permanent Control Point
- C Concrete Monument set
- C Concrete Monument found
- PRM Permanent Reference Monument
- FND Found
- LB Licensed Business
- LS Licensed Surveyor
- PSM Professional Surveyor & Mapper

PC	Point of Curvature	CBS	Concrete Block & Slabs
PRC	Point of Reverse Curvature	C	Concrete
N.R.	Non-Road Core	C/S	Concrete Slab
PT	Point of Tangency	EQ	EQ Equipment Pad
PI	Point of Intersection	FPD	Preformed Gasket
U.E.	Utility Easement		Pumping Tank
DE	Drainage Easement	O/E	Overhead Electric
LE	Landscaping Easement	Q	Quarry
NGVD	National Geodetic Vertical Datum	RF	RF - Power Pole
N.A.V.D.	Nation American Vertical Datum	R	Rebar
BM	Bench Mark	RP	Reinforcing Pier
T.B.M.	Temporary Bench Mark	RT	Railroad Right of Way
T.O.B.	Top of Bench	R	Rail Water
TK	Top of Slope	W	Water
FF	Finish Floor Elevation	WE	Electric Water
INT	Intersection	WF	Fire Hydrant

Passing this survey is recorded in Map Book 1, Page 12.
 D. 1988 datum and reference local datum.
 E. and utilities not located.
 F. Construction Control Line (CCCL) per Map Book 2B, Pages 5-12.
 G. Line "X", with reference to Map No. 1203500232E, Effective Date: June 6, 2018. This location
 was verified by the Federal Emergency Management Agency. Final location and flood zone
 data, agency and based on NAVD, 1988 datum.
 H. Elevation of the survey point is 17520 feet.
 I. All measurements were made by surveyor.
 J. The survey was made by surveyor.
 K. The survey was made by surveyor.
 L. The survey was made by surveyor.
 M. The survey was made by surveyor.
 N. The survey was made by surveyor.
 O. The survey was made by surveyor.
 P. The survey was made by surveyor.
 Q. The survey was made by surveyor.
 R. The survey was made by surveyor.
 S. The survey was made by surveyor.
 T. The survey was made by surveyor.
 U. The survey was made by surveyor.
 V. The survey was made by surveyor.
 W. The survey was made by surveyor.
 X. The survey was made by surveyor.
 Y. The survey was made by surveyor.
 Z. The survey was made by surveyor.

1. The entire map encompassing this survey is recorded in Map Book 1, Page 12.
2. Elevations refer to N.A.V.D. 1988 datum and reference local datum.
3. Underground improvements and utilities not located.
4. Bearings refer to Coastal Construction Control Line (CCCL) per Map Book 28, Pages 5-12.
5. Property lines in Flood Zone "X", with reference to Map No. 1203050232E, Effective Date: June 6, 2018. This location is subject to change and subject to the Department of Emergency Management's Flood Emergency Management Flood zone determination sheet with flood category and based on N.A.V.D. 1988 datum. Final location and flood zone description provided by client.
6. No search for encumbering instruments was made by surveyor.
7. Error of closure meets or exceeds 1:7500 feet.

SHEET
1 of 1

JOB #25-0309



THE EASTERLY 10.00' FEET OF LOT 8, BLOCK 5, COCHRAN PLACE ADDITION, PLAT BOOK 1, PAGE 12, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

NOTE: PURSUANT TO FLORIDA STATE LAW, THIS SURVEY IS VALID NO MORE THAN 90 DAYS FROM DATE OF LAST FIELD WORK

NOTES:

1. The entire Book 1, Page 1
2. Underground
3. Bearings on (CCCL) per
4. Description
5. No search surveyor.
6. Error of c



Professional Engineer Seal



measured, assessed, mapped or exceeds the minimum standards established by the Florida Department of Transportation, and adopted in Chapter 51-17 Florida Administrative Code.

SHEET
1 of 1

FLORIDA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
DESIGN SECTION
PROJECT NO. 51-17
SHEET NO. 51-17-1

DESIGNED BY: J. L. P. & S. L. P.
CHECKED BY: J. L. P. & S. L. P.
DATE: 10/1/88

THE ORIGINAL ASSESSMENT OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I hereby certify that the survey represented herein meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted in Chapter 51-7 Florida Administrative Code.

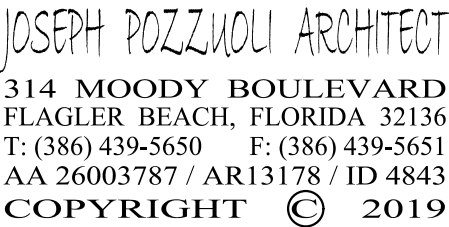
Dan A. Wilcox 00-3386

DAN A. WILCOX JR., PSM NO. 5749, PE NO. 57633

Not valid without the signature and the original master seal of a Florida Licensed surveyor and mapper.

DAN A. WILCOX JR., P.S.M. No. 5749, P.E. No. 57633
Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

907 NORTH OCEAN SHORE BOULEVARD
FLAGLER BEACH, FLORIDA 32136

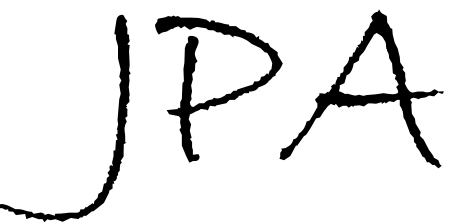


A MIXED USE COMMERCIAL AND RESIDENTIAL BUILDING FOR:

CAS GASPAR

907 NORTH OCEAN SHORE BOULEVARD,
FLAGLER BEACH, FLORIDA 32136

COVER SHEET			
DATE: 07.01.2025			
JOB NO.: 224144			
DRAWN: DLB			
CHECKED: JDP			
REV #	DATE:	ISSUE:	



314 MOODY BOULEVARD
FLAGLER BEACH, FLORIDA 32136
T: (386) 439-5650 F: (386) 439-5651
AA 26003787 / AR13178 / ID 4843
COPYRIGHT © 2019

A MIXED USE COMMERCIAL AND RESIDENTIAL BUILDING FOR:

CAS GASPAR

9907 NORTH OCEAN SHORE BOULEVARD,
FLAGLER BEACH, FLORIDA 32136

SURVEY BY SURVEY COMPANY

REV #	DATE:	ISSUE:	REV #	DATE:	ISSUE:

DATE:
07.01.2025

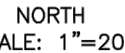
DRAWN:
DLB

JOB No.:
224144

CHECKED:
JDP

1 OF 1

JOB #25-0309



LOT 5, BLOCK 5, COCHRAN PLACE ADDITION, PER PLAT OF SAID SUBDIVISION, FLAGLER COUNTY, PER PLAT IN PLAT BOOK 1, PAGE 12, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, RESERVING UNTO THE GRANTOR A SIX FOOT (6') EASEMENT ALONG THE NORTHERLY LOT LINE OF LOT 5, BLOCK 5, COCHRAN PLACE SUBDIVISION, TOGETHER WITH A SIX FOOT (6') EASEMENT ALONG THE SOUTHERLY LOT LINE OF LOT 4, BLOCK 5, COCHRAN PLACE ADDITION, PER PLAT OF SAID SUBDIVISION, FLAGLER COUNTY, PER PLAT IN PLAT BOOK 1, PAGE 12, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA COCHRAN PLACE SUBDIVISION,

TYPE OF SURVEY: BOUNDARY / TOPOGRAPHIC / TREE LOCATION
NOTE: PURSUANT TO FLORIDA STATE LAW, THIS SURVEY IS VALID NO MORE THAN 90 DAYS FROM DATE OF LAST FIELD WORK

LEGEND:

- IR 1/2" Iron Rod set "LB7672"
- IR 5/8" Iron Rod found
- IP 1/2" Iron Pipe
- N/D Nail and Disk set "LB7672"
- N/D Nail and Disk found
- ⊙ PCP Permanent Control Point
- ⊙ CMC Concrete Monument set
- CMC Concrete Monument found
- PRM Permanent Reference Monument
- FND Found
- LB Licensed Business
- LS Licensed Surveyor
- PSM Professional Surveyor & Mapping

O.R.	Official Records Book
P.G.	Page
(D)	Dead Bearing & Distance
(P)	Pit Bearing & Distance
(M)	Measured Bearing & Distance
(C)	Calculated Bearing & Distance
C/L	Center Line
E/P	Edge of Pavement
E/R	Edge of Road
R/W	Right of Way
Δ	Delta
R	Radius
L	Length
CB	Chord Bearing
Ch	Chord Distance

PC	Point of Curvature
PRC	Point of Reverse Curvature
N.R.	Non-Radiid Curve
PT	Point of Tangency
PI	Point of Intersection
U.E.	Utility Easement
D.E.	Drainage Easement
L.E.	Landscape Easement
N.A.V.D.	National Meadell Vertical Datum
N.A.V.D.	North American Vertical Datum
B.M.	Bench Mark
T.B.M.	Temporary Bench Mark
TOB	Top of Bank
TOE	Toe of slope
F.F.	Finish Floor Elevation
INV.	Invert

C.B.S.	Concrete Block & Stucco
Conc.	Concrete
C/S	Concrete Slab
EQP	Pool Equipment Pad
PDP	Pretreatment Effluent Pumping Tank
O/E	Overhead Electric
P/P	P/P = Power Pole
M	Manhole
T	Telephone Riser
C	Cable Television Riser
F	Fiber Optic Riser
W	Water Meter
E	Electric Meter
F	Fire Hydrant

entire map encompassing this situation refer to N.A.V.D. 1988 data. Background improvements and utilities refer to Coastal Construction. Property lies in Flood Zone "X", with based on maps prepared by the F. Termination rest with said agency. Description provided by client.

recorded in Map Book 1, Page 12
reference local datum.
located.
al Line (CCCL) per Map Book 28,
to Map No. 12035C0232E, Eff
Emergency Management Agency. F
ed on N.A.V.D. 1988 datum.
made by surveyor.
et.

te: June 6, 2018. This location
tion and flood zone

Sw
I hereby certify that
Dan
D A
Not valid w

STEPHENSON
& ASSOCIATES
CIVIL ENGINEERS
They represented heron marsh
Florida Statutes and a p
Wilcox
J. WILCOX Jr., P
signature and the principal

WILCOX
INC. CA#27726-LB#7672
AND SURVEYORS • C
Digitally signed by
Chapter 55-17, Florida Admin
ate: 2025.03.28 1
No.5749, PE No.
al of a Florin licensed surve

2729 E. Moody Blvd., Ste. 20
PO Box 186 Bunnell FL 32111
386.437.2363 • Email: info.swa@g
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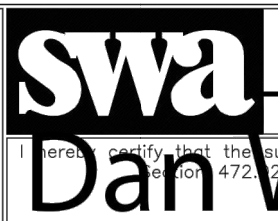
BY SURVIVORS

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NOTES:

1. The entire map encompassing this survey is recorded in Map Book 1, Page 12.
2. Elevations refer to N.A.V.D. 1985 datum and reference local datum.
3. Underground improvements and utilities not located.
4. Bearings refer to Coastal Construction Control Line (CCCC) per Map Book 28, Pages 5-12.
5. Property lies in Flood Zone "X", with reference to Map No. 12035C0232CE, Effective Date: June 6, 2018. This location is based on maps prepared by the Federal Emergency Management Agency. Final location and flood zone determination rest with said agency and based on N.A.V.D. 1985 datum.
6. Description provided by client.
7. No search for encumbering instruments was made by surveyor.
8. Error of closure meets or exceeds 1:7500 level.



**STEPHENSON, WILCOX
& ASSOCIATES, INC.** CA#27726-LB#7672 2729 E. Moody Blvd., Ste. 202
PO Box 186 Bunnell FL 32110
Phone: 386.437.2363 • Email: info.swa@gmail.com
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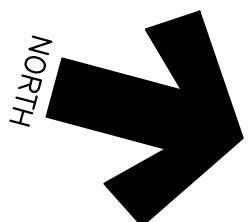
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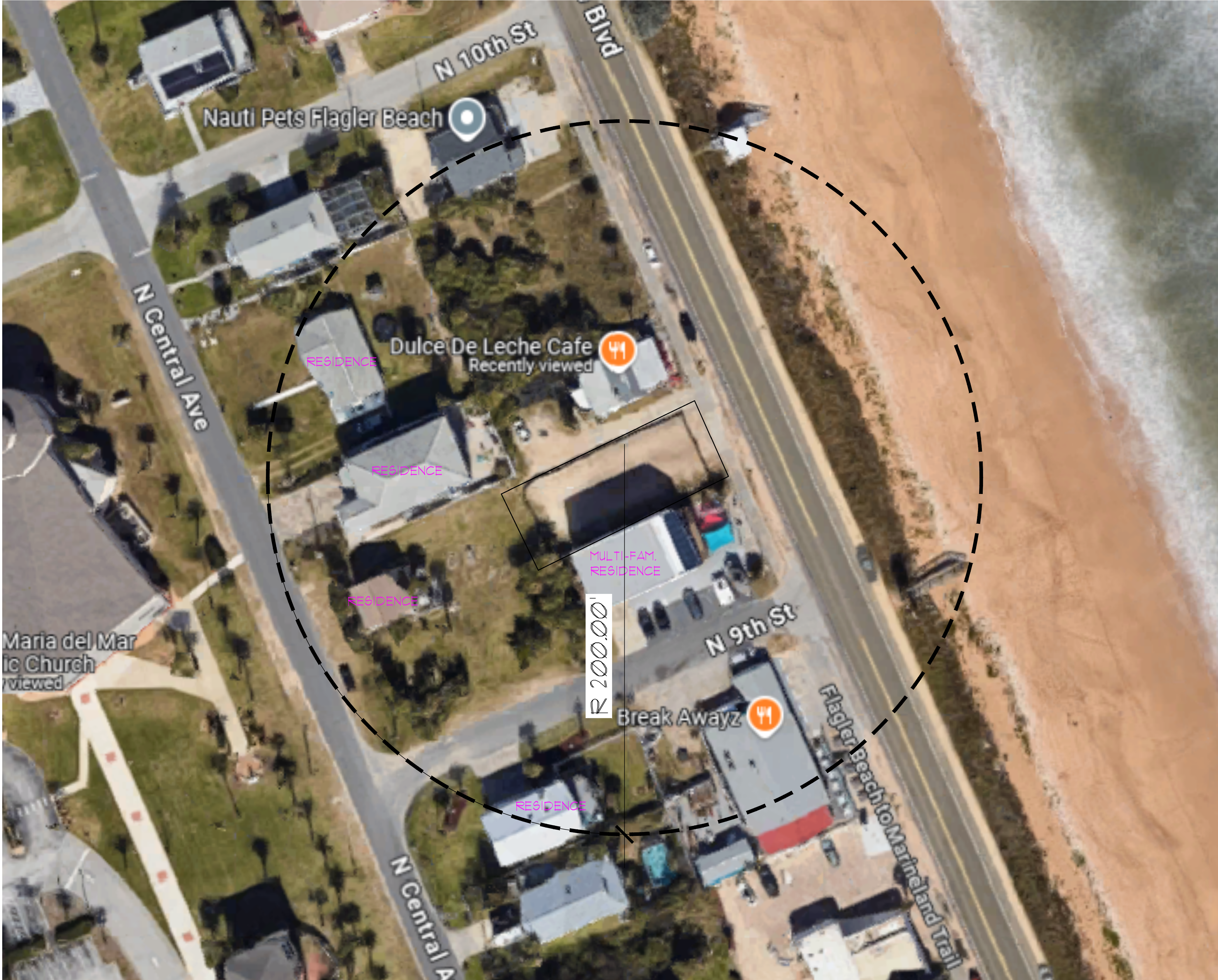
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Date: 2025.03.28 17:00:25 -04'00'

DAN A. WILCOX Jr., PSM No. 5749, PE No. 57633

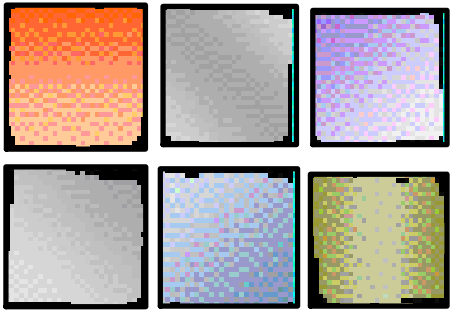
SHEET
1 of 1

SURVEY FROM SURVEY COMPANY
SCALE: AS NOTED





SURROUNDING LAND USE MAP
SCALE: 1" = 30'-0"



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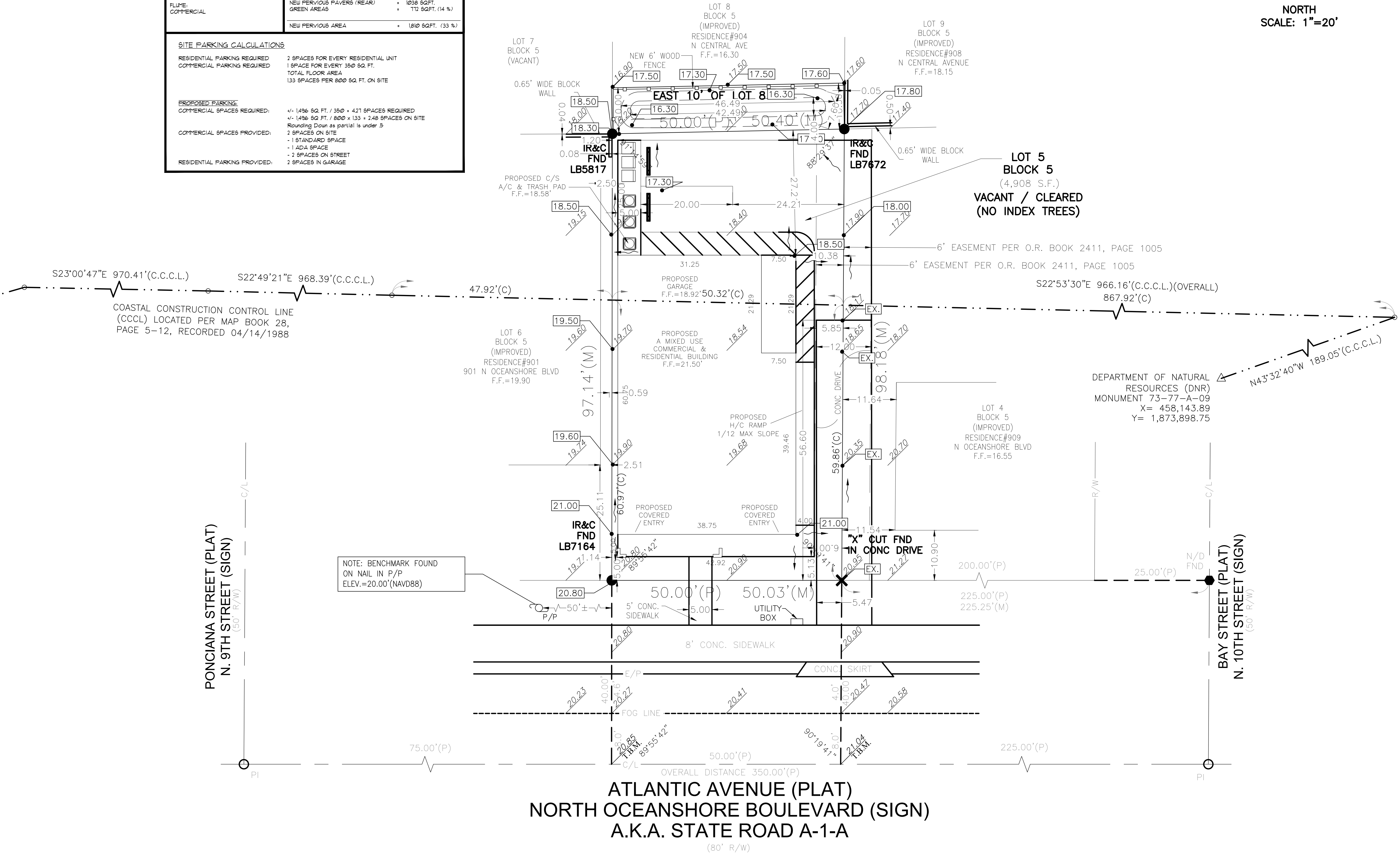
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DATE:	DRAWN:
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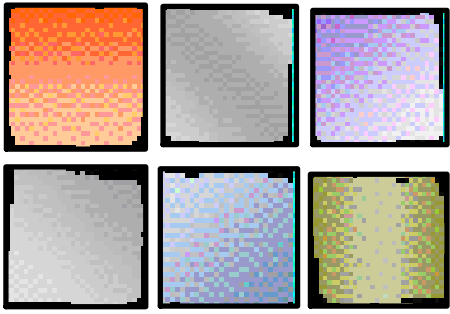
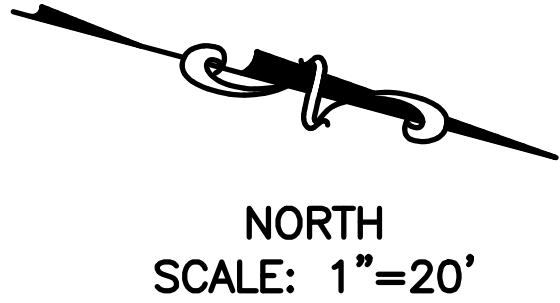
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224144	JDP

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REQUIRED SETBACKS	SITE DATA
FRONT SETBACK: 5'-0" or 10'-0"	TOTAL LOT SQUARE FEET = 5,413 SQ.FT. (100 %)
REAR SETBACK: 10'-0"	ALLOWABLE IMPERVIOUS = 4,871 SQ.FT. (90 %)
DRIVEWAY SETBACK: 5'-0"	EXIST. BLDG = 0 SQ.FT.
SIDE SETBACK: 0'-0"	EXIST. PARKING/WALKS/ETC. = 320 SQ.FT.
PROPERTY INFO:	EXIST. IMPERVIOUS TOTAL = 320 SQ.FT. (6 %)
ZONED:	EXIST. GREEN TOTAL = 5,093 SQ.FT. (94 %)
COMBINED USE	NEW BLDG = 2,488 SQ.FT. (46%)
OVERLAY DISTRICT:	NEW IMPERVIOUS WALKS/STOOPS/ETC. = 115 SQ.FT.
TOURIST COMMERCIAL - DOWNTOWN A1A	NEW IMPERVIOUS TOTAL = 3,603 SQ.FT. (66 %)
FLUME:	NEW IMPERVIOUS PAVING (REAR) GREEN AREAS = 1038 SQ.FT. (14 %)
COMMERCIAL	NEW IMPERVIOUS AREA = 1,810 SQ.FT. (33 %)
SITE PARKING CALCULATIONS	
RESIDENTIAL PARKING REQUIRED	2 SPACES FOR EVERY RESIDENTIAL UNIT
COMMERCIAL PARKING REQUIRED	1 SPACE FOR EVERY 350 SQ. FT.
	TOTAL FLOOR AREA
	133 SPACES PER 800 SQ. FT. ON SITE
PROPOSED PARKING:	
COMMERCIAL SPACES REQUIRED:	+/- 1,496 SQ. FT. / 350 = 4.27 SPACES REQUIRED
	+/- 1,496 SQ. FT. / 800 x 133 = 2.48 SPACES ON SITE
	Rounding Down as partial is under .5
COMMERCIAL SPACES PROVIDED:	2 SPACES ON SITE
	- 1 ADA SPACE
	- 2 SPACES ON STREET
RESIDENTIAL PARKING PROVIDED:	2 SPACES IN GARAGE



ARCHITECTURAL SITE PLAN
SCALE: 1" = 10'-0"



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ARCHITECTURAL SITE PLAN

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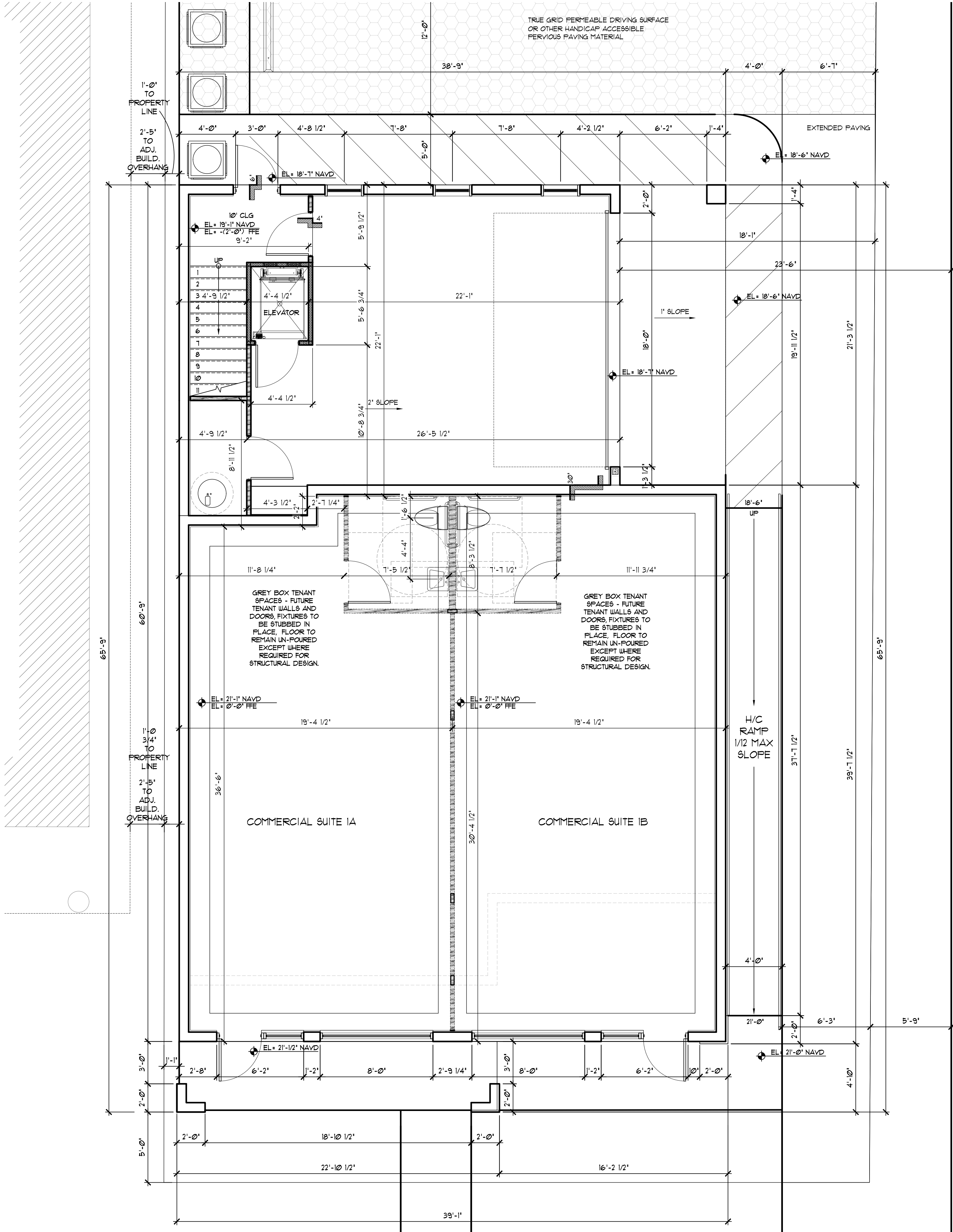
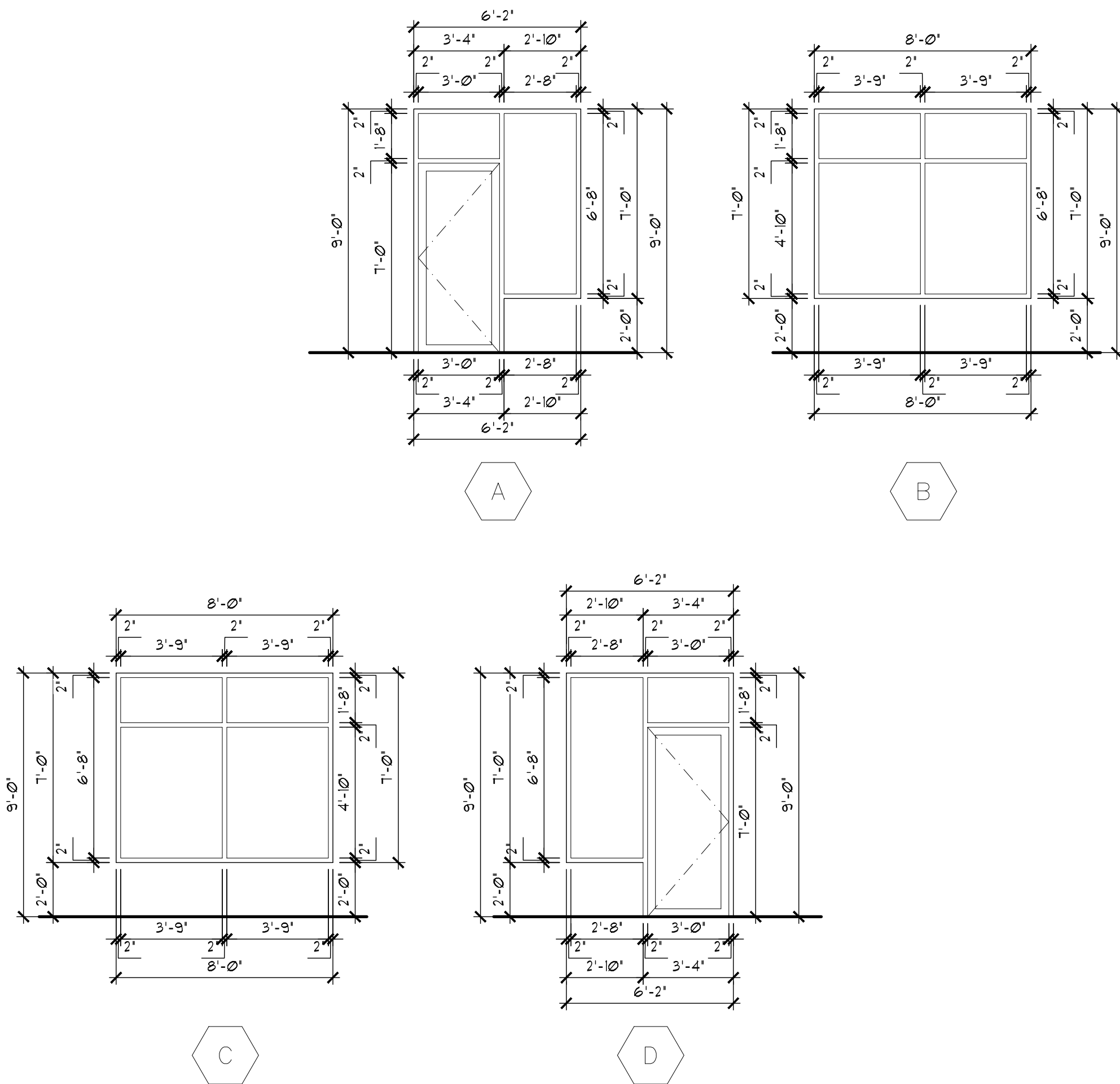
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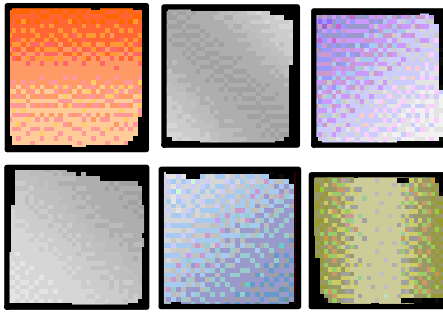
FIRST FLOOR WINDOW SCHEDULE							
TAG	TYPE	WINDOW OPENINGS		ROUGH OPENING		REMARKS	WINDOW PRESSURES
		WIDTH	HEIGHT	WIDTH	HEIGHT		
101	Storefront	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	STOREFRONT A	+28.44 F&F, -35.89 F&F
102	Storefront	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	STOREFRONT B	+28.44 F&F, -35.89 F&F
103	Storefront	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	STOREFRONT C	+28.44 F&F, -35.89 F&F
104	Storefront	SEE BELOW	SEE BELOW	SEE BELOW	SEE BELOW	STOREFRONT D	+28.44 F&F, -35.89 F&F
105	NOT USED						
106	Single Hung 2853	2'-9"	5'-3"	2'-9"	5'-3"	--	+31.77 F&F, -42.53 F&F
107	Single Hung 2853	2'-9"	5'-3"	2'-9"	5'-3"	--	+31.77 F&F, -42.53 F&F
108	Single Hung 2853	2'-9"	5'-3"	2'-9"	5'-3"	--	+31.77 F&F, -42.53 F&F

FIRST FLOOR DOOR SCHEDULE							
TAG	TYPE	DOOR OPENING		ROUGH OPENING		REMARKS	DOOR PRESSURES
		WIDTH	HEIGHT	WIDTH	HEIGHT		
01	Hinged - Single - Storefront	3'-0"	7'-0"	3'-4"	7'-2"	STOREFRONT A	+28.44 F&F, -35.89 F&F
02	Hinged - Single - Storefront	3'-0"	7'-0"	3'-4"	7'-2"	STOREFRONT D	+28.44 F&F, -35.89 F&F
03	NOT USED						
04	Hinged - Single - Exterior	3'-0"	7'-0"	3'-4"	7'-2"	--	--
05	Overhead - Sectional	18'-0"	8'-0"	18'-0"	8'-0"	--	+27.01 F&F, -33.03 F&F
06	Hinged - Single	3'-0"	7'-0"	3'-2"	7'-1"	Fire Rated to Garage	--
07	Hinged - Single	3'-0"	7'-0"	3'-2"	7'-1"	Elevator	--
08	Hinged - Single	3'-0"	7'-0"	3'-2"	7'-1"	--	--
09	Hinged - Single	3'-0"	7'-0"	3'-2"	7'-1"	--	--
10	Hinged - Single	3'-0"	7'-0"	3'-2"	7'-1"	--	--

FIRST FLOOR STOREFRONT SCHEDULE					
TAG	TYPE	ROUGH OPENING		REMARKS	PRESSURES
		WIDTH	HEIGHT		
A	3070 DOOR WITH TRANSOM & SIDELITE	6'-2"	9'-0"	DOOR & TRANSOM: 3'-4" x 9'-0" SIDELITE: 2'-10" x 7'-0" (SILL 24" AFF.)	+28.44 F&F, -35.89 F&F
B	(2) WINDOW PANELS WITH (2) TRANSOMS	8'-0"	7'-0"	TOP OF WINDOW 9'-0" (SILL 24" AFF.)	+28.44 F&F, -35.89 F&F
C	(2) WINDOW PANELS WITH (2) TRANSOMS	8'-0"	7'-0"	TOP OF WINDOW 9'-0" (SILL 24" AFF.)	+28.44 F&F, -35.89 F&F
D	3070 DOOR WITH TRANSOM & SIDELITE	6'-2"	9'-0"	DOOR & TRANSOM: 3'-4" x 9'-0" SIDELITE: 2'-10" x 7'-0" (SILL 24" AFF.)	+28.44 F&F, -35.89 F&F



FIRST FLOOR - FLOOR PLAN
SCALE: 1/4" = 1'-0"



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FLOOR PLAN

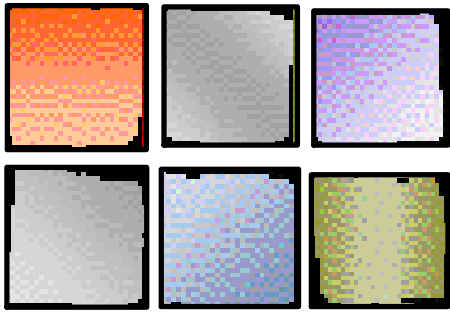
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FLOOR PLAN

REV # DATE: ISSUE:

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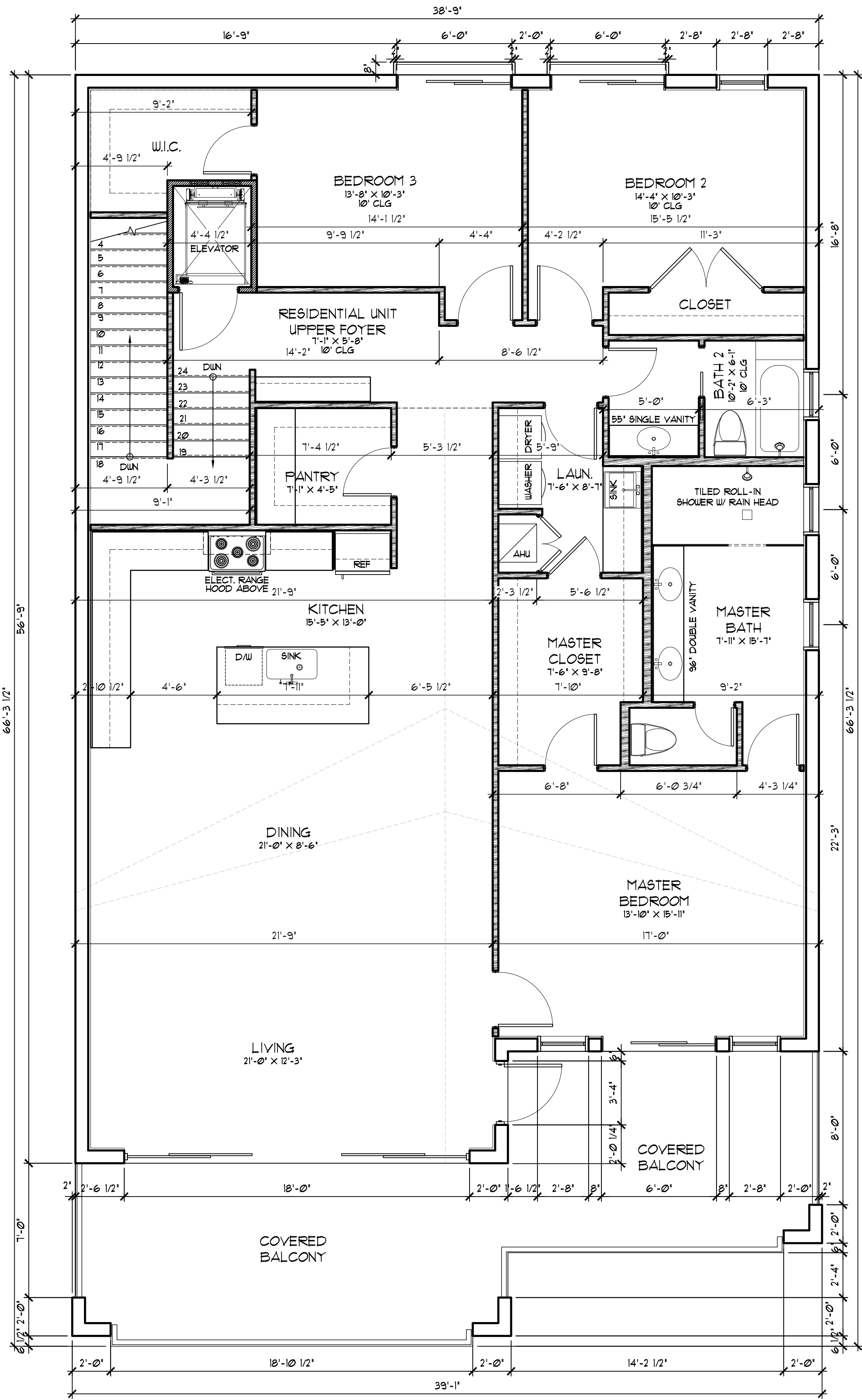
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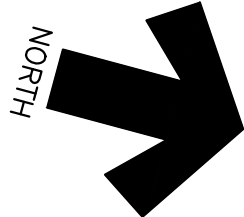
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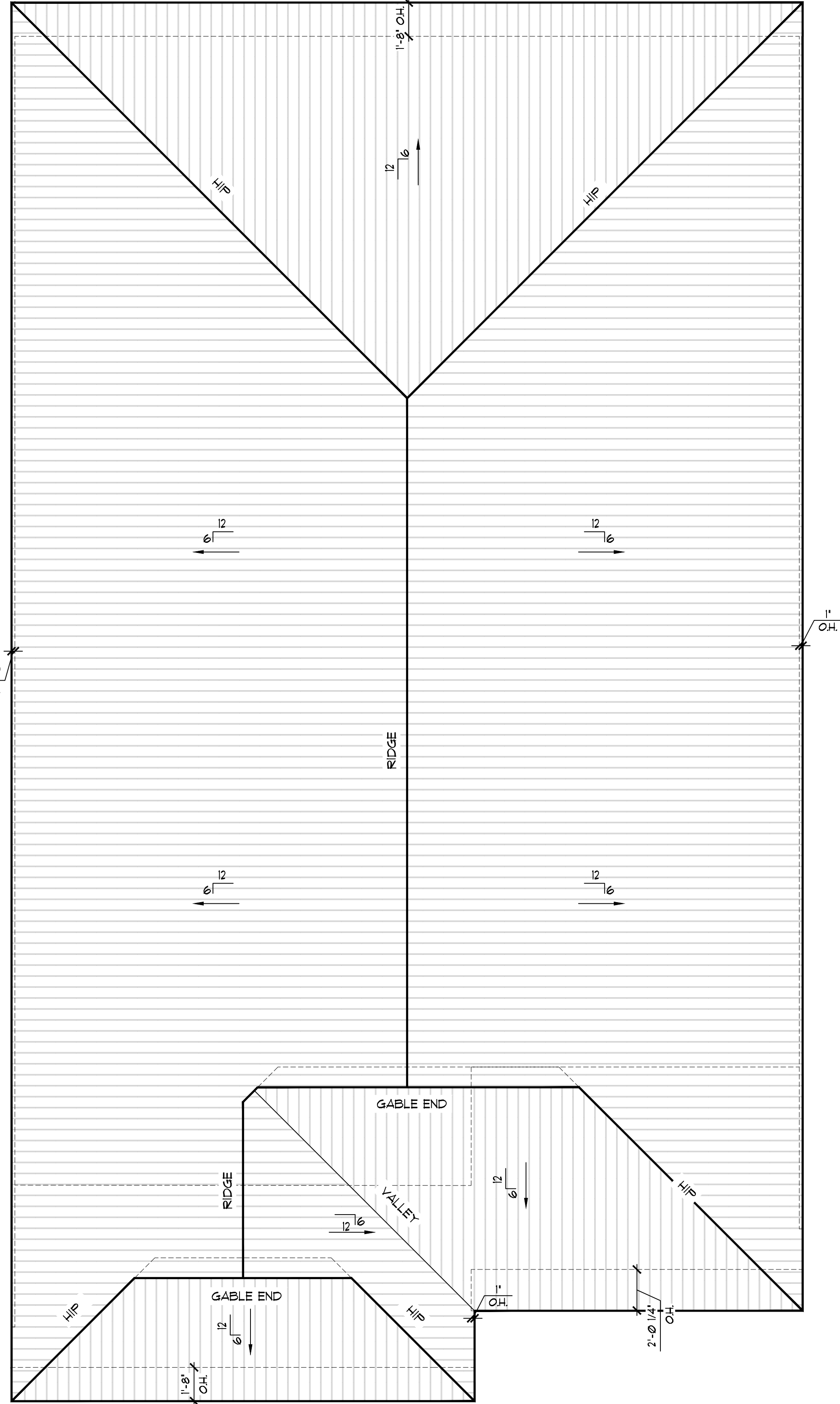
SECOND FLOOR WINDOW SCHEDULE							
TAG	TYPE	WINDOW OPENINGS		ROUGH OPENING		REMARKS	WINDOW PRESSURES
		WIDTH	HEIGHT	WIDTH	HEIGHT		
201	Casement	2'-8"	5'-3"	2'-8"	5'-3"	--	+31.71 P&F, -42.53 P&F
202	Casement	2'-8"	5'-3"	2'-8"	5'-3"	--	+31.71 P&F, -42.53 P&F
203	Casement	2'-8"	5'-3"	2'-8"	5'-3"	--	+31.71 P&F, -42.53 P&F
204	Casement	2'-8"	5'-3"	2'-8"	5'-3"	--	+31.71 P&F, -42.53 P&F
205	Casement	2'-8"	5'-3"	2'-8"	5'-3"	--	+31.71 P&F, -42.53 P&F
206	Casement	2'-8"	5'-0"	2'-8"	5'-0"	--	+31.71 P&F, -42.53 P&F

SECOND FLOOR DOOR SCHEDULE							
TAG	TYPE	DOOR OPENING		ROUGH OPENING		REMARKS	DOOR PRESSURES
		WIDTH	HEIGHT	WIDTH	HEIGHT		
16	4 Panel Sliding Door	18'-0"	8'-0"	18'-0"	8'-0"	--	+27.01 P&F, -33.03 P&F
17	Hinged - Single - Exterior	3'-0"	8'-0"	3'-4"	8'-2"	--	+30.33 P&F, -39.61 P&F
18	Hinged - Single	2'-10"	8'-0"	3'-0"	8'-1"	--	--
19	Hinged - Single	2'-8"	8'-0"	2'-10"	8'-1"	--	--
20	Hinged - Single	2'-0"	8'-0"	2'-2"	8'-1"	--	--
21	Hinged - Single	2'-8"	8'-0"	2'-10"	8'-1"	--	--
22	Hinged - Single	2'-8"	8'-0"	2'-10"	8'-1"	--	--
23	Hinged - Double	3'-0"	8'-0"	3'-0"	8'-0"	--	--
24	Hinged - Single	2'-8"	8'-0"	2'-10"	8'-1"	--	--
25	Hinged - Single	2'-6"	8'-0"	2'-8"	8'-1"	--	--
26	Hinged - Single	2'-6"	8'-0"	2'-8"	8'-1"	--	--
27	Pocket - Single	2'-6"	8'-0"	2'-8"	8'-1"	--	--
28	Hinged - Double	6'-0"	8'-0"	6'-0"	8'-0"	--	--
29	Sliding - Double - Full Lite	6'-0"	8'-0"	6'-0"	8'-0"	--	+30.33 P&F, -39.61 P&F
30	Hinged - Single	2'-10"	8'-0"	3'-0"	8'-1"	--	--
31	Hinged - Single	2'-10"	8'-0"	3'-0"	8'-1"	--	--
32	Sliding - Double - Full Lite	6'-0"	8'-0"	6'-0"	8'-0"	--	+30.33 P&F, -39.61 P&F
33	Hinged - Single	2'-6"	8'-0"	2'-8"	8'-1"	--	--
34	Hinged - Single	3'-0"	6'-8"	3'-2"	6'-9"	--	--
35	Sliding - Double - Full Lite	6'-0"	8'-0"	6'-0"	8'-0"	--	+30.33 P&F, -39.61 P&F

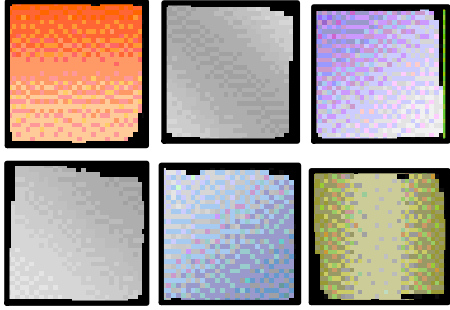
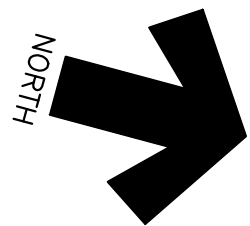


SECOND FLOOR - FLOOR PLAN
SCALE: 1/4" = 1'-0"





ROOF PLAN
SCALE: 1/4" = 1'-0"



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ROOF PLAN

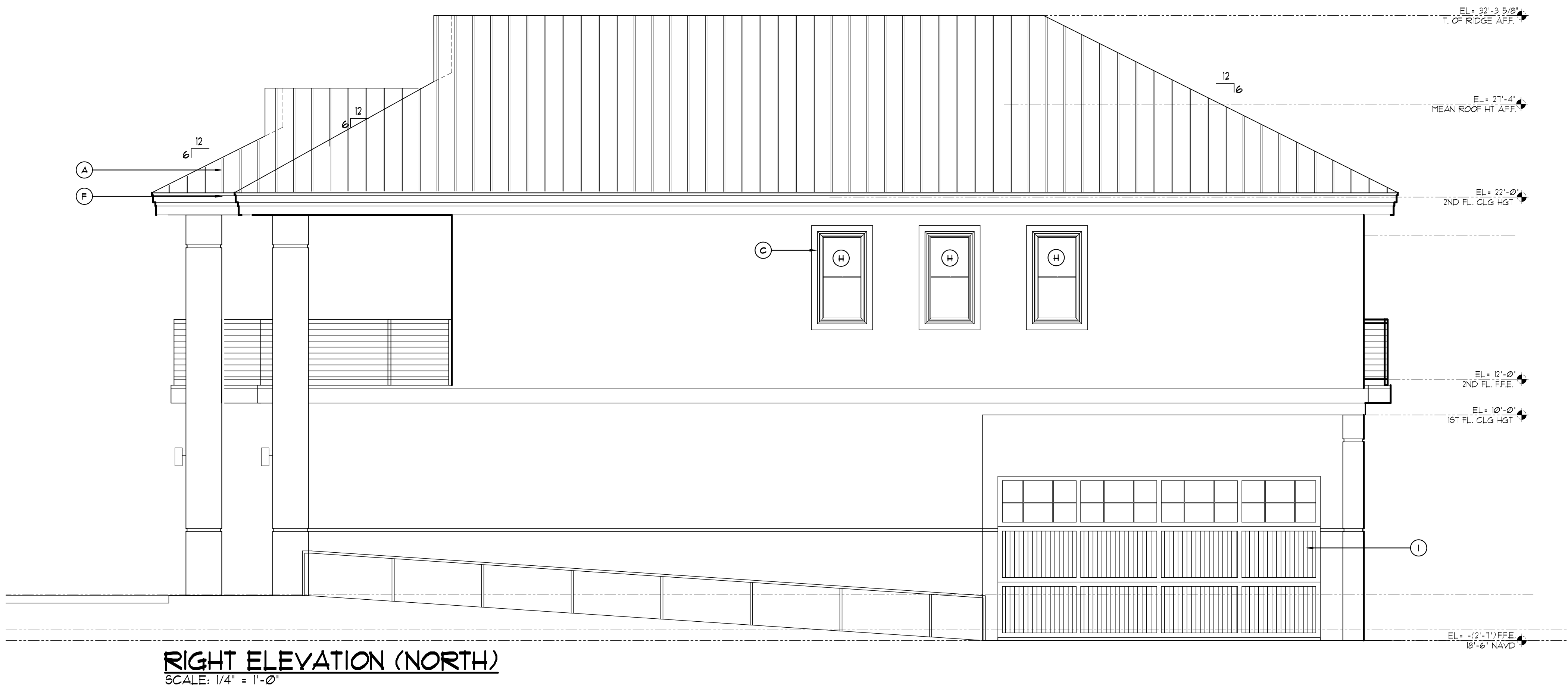
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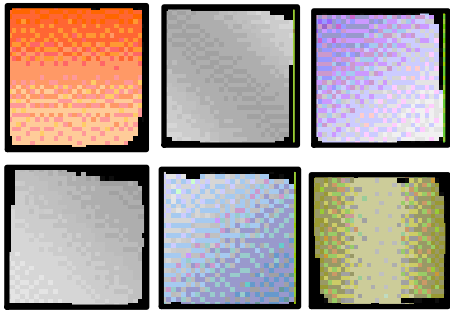
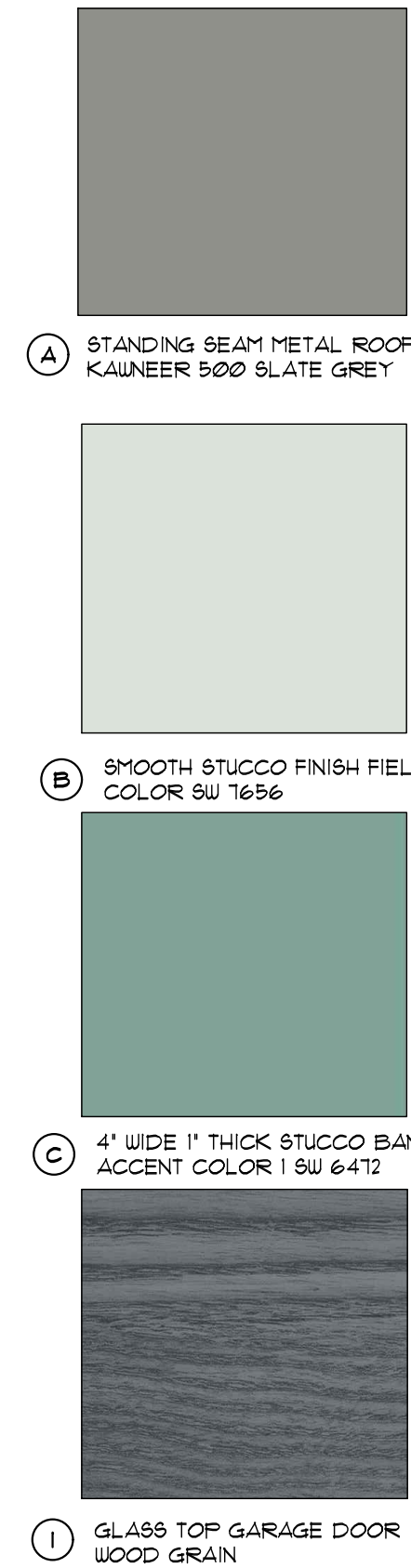


FRONT ELEVATION (EAST)
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION (NORTH)
SCALE: 1/4" = 1'-0"

- BUILDING MATERIALS**
- (A) STANDING SEAM METAL ROOF
KAUKEER 500 SLATE GREY
 - (B) SMOOTH STUCCO FINISH FIELD
COLOR
 - (C) 4" WIDE 1" THICK STUCCO BAND -
ACCENT COLOR 1
 - (D) 4 PANEL SLIDING GLASS DOOR
 - (E) STOREFRONT SYSTEM
 - (F) TRIMBOARD
 - (G) 2 PANEL SLIDING GLASS DOOR
 - (H) WINDOW - SEE SCHEDULE
 - (I) GLASS TOP GARAGE DOOR
SMOOTH STUCCO FINISH ACCENT
COLOR 2 - NEEDS TO BE
COORDINATED
 - (J)



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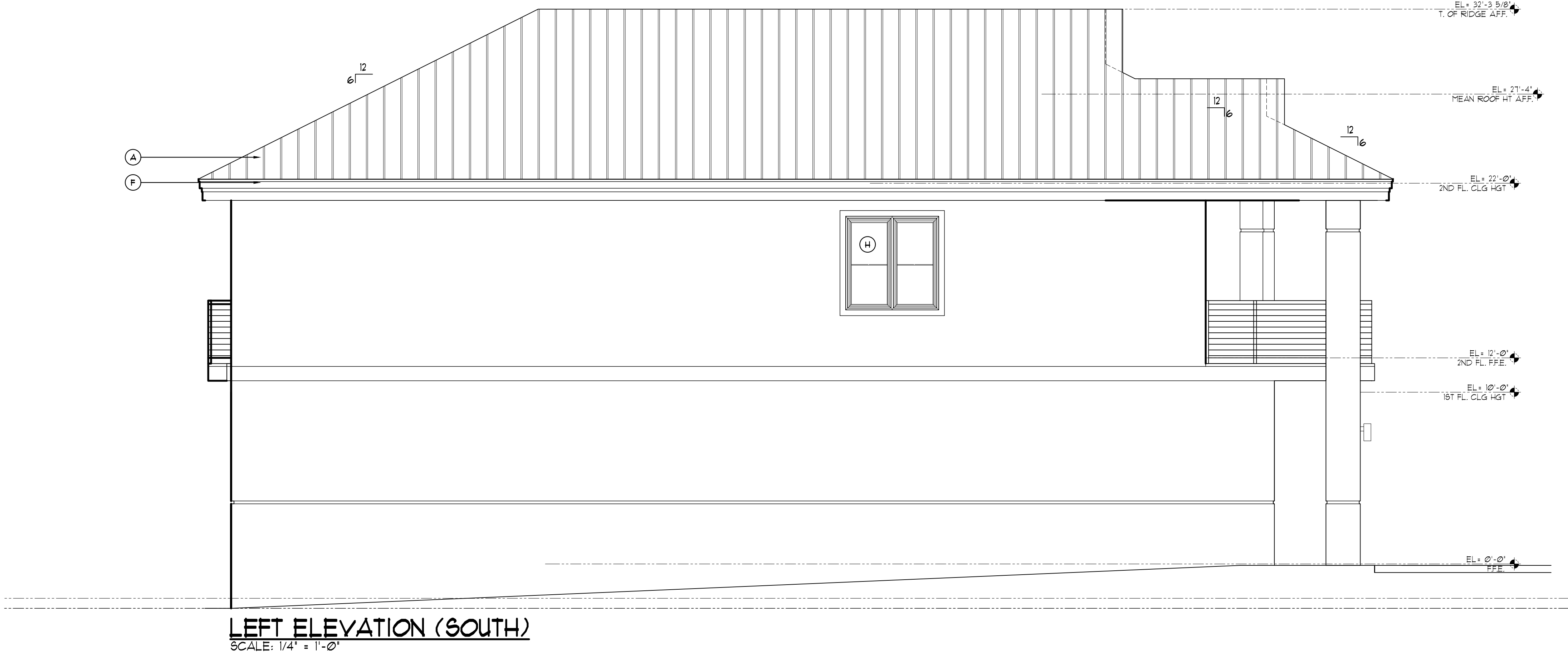
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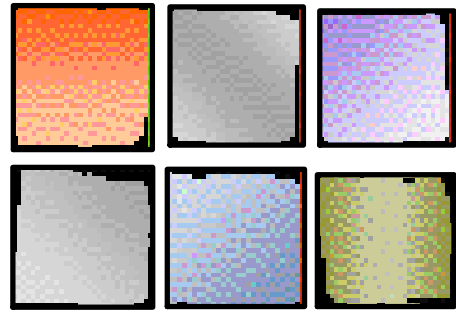
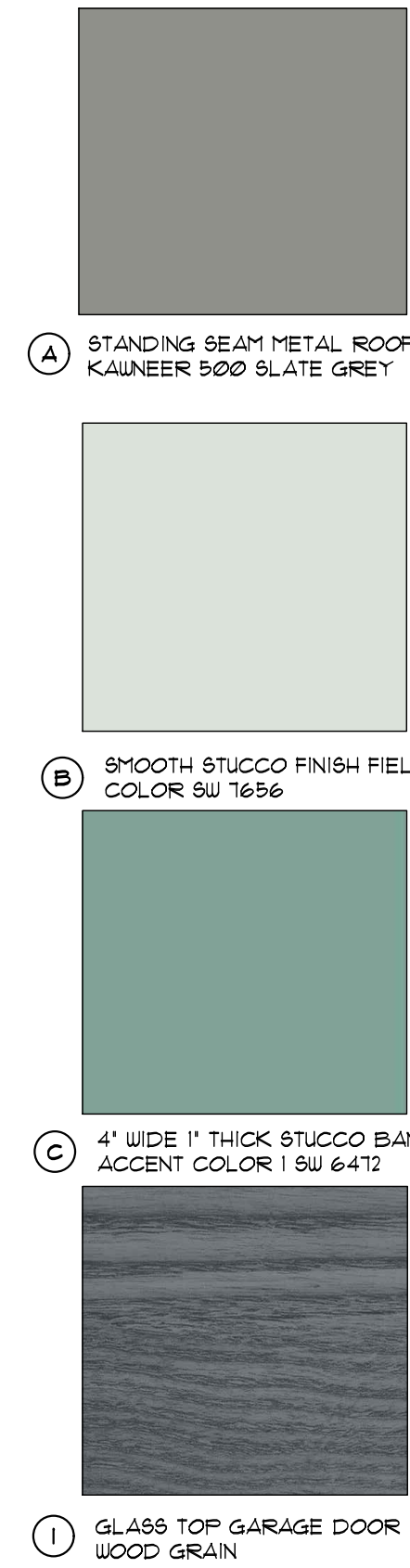
EXTERIOR ELEVATIONS

DATE:	DRAWN:
07.01.2025	DLB
JOB No.:	CHECKED:
224144	JDP

A-4



BUILDING MATERIALS	
(A)	STANDING SEAM METAL ROOF KALNEER 500 SLATE GREY
(B)	SMOOTH STUCCO FINISH FIELD COLOR
(C)	4" WIDE 1" THICK STUCCO BAND- ACCENT COLOR 1
(D)	4 PANEL SLIDING GLASS DOOR
(E)	STOREFRONT SYSTEM
(F)	TRIMBOARD
(G)	2 PANEL SLIDING GLASS DOOR
(H)	WINDOW - SEE SCHEDULE
(I)	GLASS TOP GARAGE DOOR
(J)	SMOOTH STUCCO FINISH ACCENT COLOR 2- NEEDS TO BE COORDINATED



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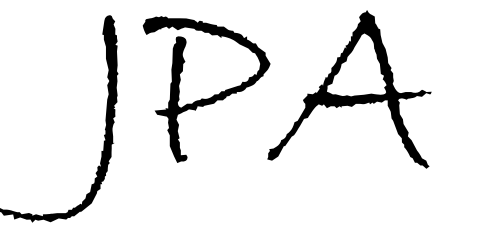
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EXTERIOR ELEVATIONS

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A-5



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2023 NATIONAL ELECTRICAL CODE

- ALL SMOKE DETECTORS PER 309.25 HARD WIRED INTO A/C 1 MONITORED BY BATTERY BACKUP. OUTSIDE OF BEDROOMS TO BE COMBINATION SMOKE & CARBON MONOXIDE DETECTORS
- ALL 120V SINGLE PHASE, 15 & 20 OUTLET RECEPTACLES TO BE GROUND FAULT CIRCUIT INTERRUPTER (GFCI) PER NEC 210.8
- EXCEPT WHERE GFCI OUTLETS ARE REQUIRED ALL 120V SINGLE PHASE, 15 & 20-AMPERE BRANCH CIRCUITS SUPPLYING OUTLETS OR DEVICES TO BE GROUND FAULT CIRCUIT INTERRUPTER (AFCI) PROTECTED PER NEC 210.12
- ALL OUTLETS TO BE TAMPER RESISTANT

NOTE: VERIFY GROUNDING REQUIREMENTS WITH LOCAL INSPECTOR
CONTRACTOR TO VERIFY ACTUAL SERVICE NEEDED FOR
RESIDENCE

MAX. 10'-0" CABLE LENGTH
2" CONDUIT: (2) 4/0 AL, (1) 2/0 AL
OR
(2) 2/0 CU, (1) 1/0 CU

SERVICE BRANCH CIRCUIT
PANEL 120/240V 1-30-5N
IN 2 POLE 200 A MAIN
BREAKER (COORDINATE WITH
ELECTRICAL CONTRACTOR
AND LOCAL INSPECTOR)

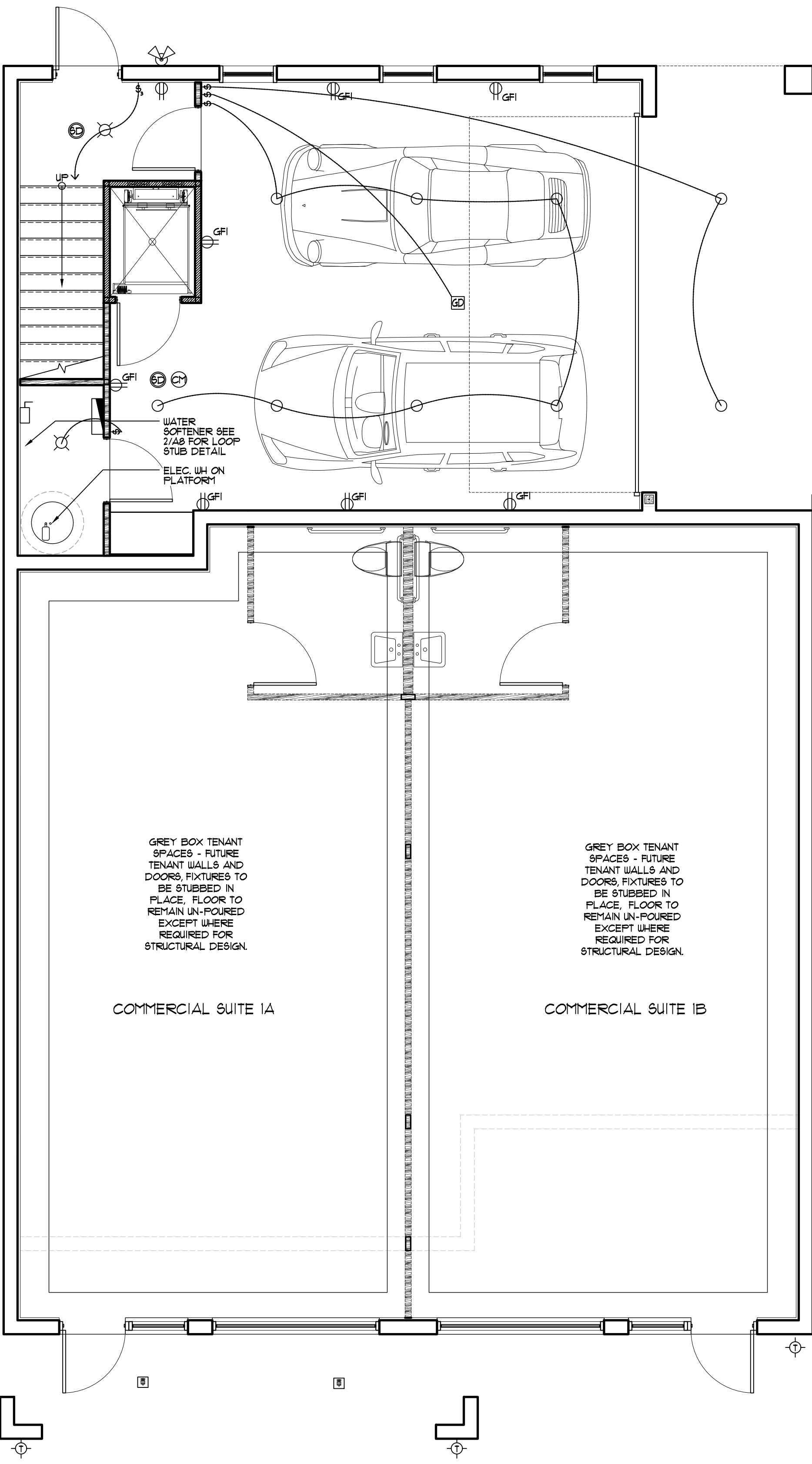
200 A - 120/240V
METER BASE SIZED BY
CONTRACTOR

¾" COPPER

20" REBAR ENCASED IN
CONCRETE

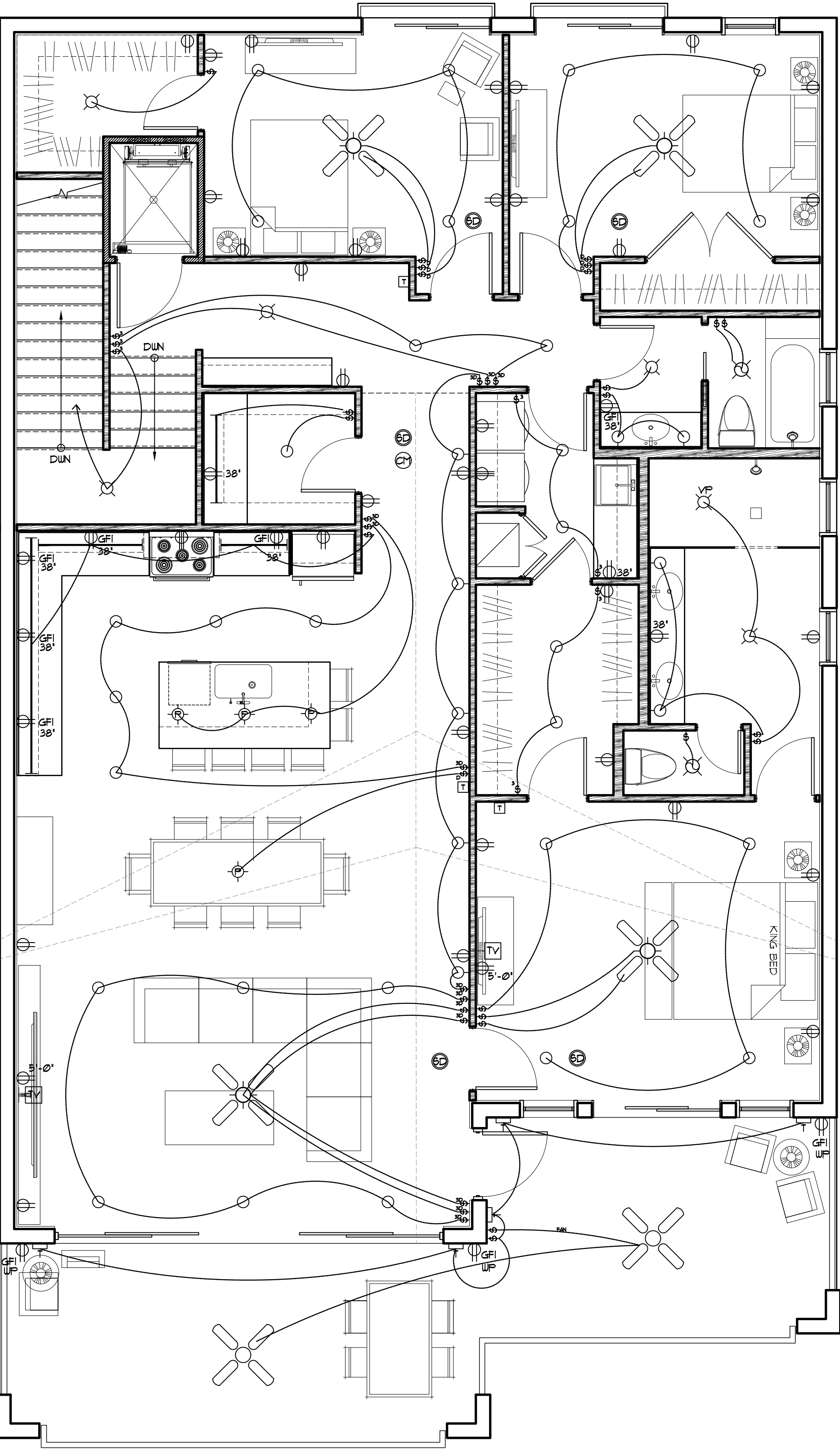
2" CONDUIT SLEEVE
BY CONTRACTOR

UNDERGROUND SERVICE
BY UTILITY CO.



FIRST FLOOR ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"



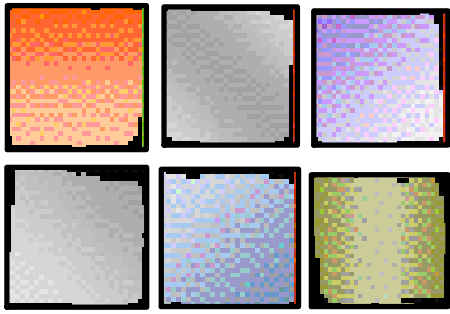
SECOND FLOOR ELECTRICAL PLAN

ELECTRICAL PLANS

REV #	DATE:	ISSUE:	REV #	DATE:	ISSUE:

DATE: 07.01.2025	DRAWN: DLB
JOB NO.: 224144	CHECKED: JDP

E-1



JPA

JOSEPH POZZUOLI ARCHITECT
314 MOODY BOULEVARD
FLAGLER BEACH, FLORIDA 32136
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AA 26003787 / AR13178 / ID 4843
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PARB
FOR REVIEW

A MIXED USE COMMERCIAL AND RESIDENTIAL BUILDING FOR:

CAS GASPAR

907 NORTH OCEAN SHORE BOULEVARD,
FLAGLER BEACH, FLORIDA 32136

EXTERIOR ELEVATIONS

REV #	DATE	ISSUE	REV #	DATE	ISSUE

DATE:
07.01.2025

DRAWN:
DLB

JOB No.:
224144

CHECKED:
JDP

REN

ORDINANCE NO. 2025-09
COMPREHENSIVE PLAN AMENDMENT

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN TO ADOPT AND INCORPORATE THE UPDATED WATER FACILITIES SUPPLY WORK PLAN AS REQUIRED BY 163.3177, FLORIDA STATUTES; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE UPDATED WATER FACILITIES SUPPLY WORK PLAN; PROVIDING FOR ADOPTION OF UPDATED POLICIES WITHIN THE COMPREHENSIVE PLAN PUBLIC FACILITIES ELEMENT; PROVIDING FOR ADOPTION OF AMENDMENTS TO THE CAPITAL IMPROVEMENT ELEMENT PROVIDING FOR UPDATED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State Legislature of the State of Florida has mandated that all municipalities adopt comprehensive plans to regulate development and planning regarding land within their corporate limits; and

WHEREAS, all amendments to the comprehensive development plan must be adopted in accordance with detailed procedures which must be strictly followed; and

WHEREAS, Subsection 163.3167(9), Florida Statutes, requires each local government to address in its Comprehensive Plan water supply sources necessary to meet and achieve the existing and projected water use demand for an established planning period; and

WHEREAS, Subsection 163.3177(4)(a), Florida Statutes, requires the city to coordinate its local Comprehensive Plan with the North Florida Regional Water Supply Plan; and

WHEREAS, Subsection 163.3177(6)(c), Florida Statutes, requires local governments to prepare and adopt an updated Water Facilities Supply Plan and to amend their comprehensive plans within 18 months after the St. Johns River Management District approves the North Florida Regional Water Supply Plan Update; and,

WHEREAS, the St. Johns River Water Management District approved the North Florida Regional Water Supply Plan Update on December 12, 2023; and,

WHEREAS, the CITY OF FLAGLER BEACH, Florida, has carefully prepared amendments to its comprehensive plan pursuant to sub-section 163.3177(6)(c), Florida Statutes, to adopt amendments or revisions in conformance with the adopted Water Supply Facilities Work Plan; and

WHEREAS, the purpose of the Capital Improvements Element is to demonstrate the fiscal feasibility of the City's Comprehensive Plan accomplished by estimating costs of improvements, analysis of the City's fiscal capability to finance and construct improvements, and adoption of financial policies to guide funding.

WHEREAS, the goal for Capital Improvements is to provide the necessary capital facilities to meet current infrastructure deficiencies and to accommodate future growth concurrent with demonstrated infrastructure needs in a timely and fiscally sound manner.

WHEREAS, the Five-year Schedule of Capital Improvements is required for identification and to ensure that the goals, objectives and policies established in the Capital Improvements Element are met or exceeded and contain the project description, location, determination of consistency, and projected costs and revenue sources needed to construct the project.

WHEREAS, the CITY OF FLAGLER BEACH has held duly required public hearings; prior to submission of the proposed amendment of the plan to the State Land Planning Agency, Department of Economic Opportunity and after the proposed amendment of the plan was returned to the CITY OF FLAGLER BEACH, in accordance with Chapter 163.3184, Florida Statutes; and

WHEREAS, the City Commission desires to adopt the updated Work Plan along with amendments to the current comprehensive plan to guide and control the future development of Flagler Beach, and to preserve, promote and protect public health, safety and welfare;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF FLAGLER BEACH, FLORIDA, THAT:

Section 1: Whereas clauses are hereby incorporated as true and correct findings of fact of the City COMMISSION.

Section 2: The CITY OF FLAGLER BEACH hereby adopts the updated Water Facilities Supply Work Plan which is attached hereto and incorporated herein as Exhibit "A", and which shall be attached to and become an exhibit of the

Comprehensive Plan. The CITY OF FLAGLER BEACH's Comprehensive Plan is hereby amended by adopting water supply related amendments to its current Comprehensive Plan; as set forth in Exhibit "B" and made a part hereof. These amendments specifically add Objectives and Policies to its Public Facilities Element of the Comprehensive Plan.

Section 3: A copy of the Comprehensive Plan, as amended, shall be kept on file in the office of the City Clerk, CITY OF FLAGLER BEACH, Florida.

Section 4: The Planning and Zoning Department is hereby directed to transmit copies of the amendments to the State Land Planning Agency, Department of Economic Opportunity, and the appropriate state and regional agencies.

Section 5: Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6: Severability. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 7: Effective Date. The effective date of this ordinance amending the City's Comprehensive Plan shall be 31 days after the State Land Planning Agency notifies the City that the plan amendment package is complete. No development orders dependent on this amendment may be issued or commence before the effective date of this ordinance. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless become effective by the City Commission's adoption of an ordinance affirming its effective status, a copy of which ordinance shall be sent to the State Land Planning Agency, Department of Economic Opportunity. If timely challenged, this amendment shall not become effective until the State Land Planning Agency or the Administration Commission enters a final order determining the adopted amendment be in compliance.

APPROVED on first reading after due public notice and hearing the 24th of July, 2025.

ADOPTED on second reading after due public notice and public hearing this _____ day of _____ 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

EXHIBIT A

10-YEAR WATER SUPPLY FACILITIES WORK PLAN

Prepared by
City of Flagler Beach
and
Mead and Hunt

Ordinance 2025-09

2025-2035 Water Supply Facilities Work Plan City of Flagler Beach

July 2025



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1. Introduction

The North Florida Regional Water Supply Plan (2020-2045) [NFRWSP] was approved by the St. Johns River Water Management District's (SJRWMD's) Governing Board on December 12, 2023. The NFRWSP was developed as part of the North Florida Regional Water Supply Partnership in coordination with the Suwannee River Water Management District. In accordance with Section 163.3177(6)(c), Florida Statutes (F.S.), local governments within the NFRWSP area are required to amend their comprehensive plans to include a new or updated Water Supply Facilities Work Plan (WSFWP) within 18 months after the governing board approves an updated RWSP. A WSFWP and its related comprehensive plan amendment identify and plan for the water supply sources and facilities needed to serve existing and new development within a local government's water service area.

The planning period reflected in this WSFWP is 2025-2035. At a minimum, it will be necessary to update the WSFWP prior to the end of the planning period, or at such time as SJRWMD updates the NFRWSP. Public Facilities Element Policy D.1.7.1 contains enabling language that incorporates the WSFWP into the Comprehensive Plan as Appendix A of the Public Facilities Element. Intergovernmental Coordination Element policies G.1.4.4, G.1.4.5, G.1.4.6, G.1.4.7 contain enabling language to ensure maintenance of the work plan and coordination of the City's Comprehensive Plan with SJRWMD's NFRWSP.

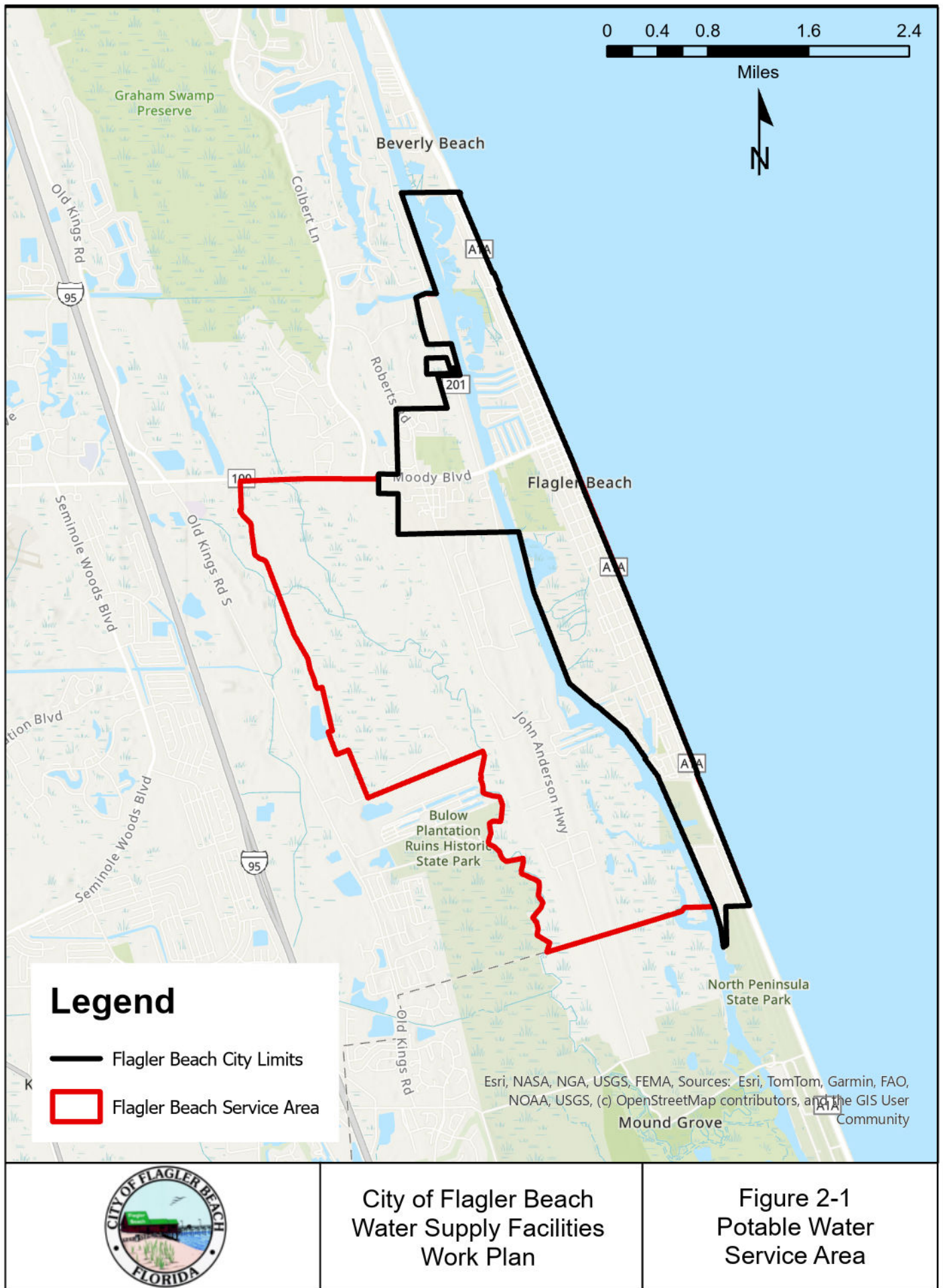
2. Potable Water Supplier Information

21 Service Area and Agreements

The City of Flagler Beach (City) is located south of Palm Coast and north of Ormond Beach. It has a municipal boundary and a utility service area encompassing approximately 10.3 square miles, as shown in **Figure 2-1**. The utility service area does overlap into some unincorporated areas. The current utility planning area has a population of 5,550 (as of April 1, 2024). The City is the only potable water supplier within its municipal limits, which includes sections of the City located on both the mainland and barrier islands. The City also provides water and sewer service to Ocean Palm Villas South Condos in northeast Volusia County. This service is not a wholesale agreement.

In January 2007, the City, Flagler County, the City of Palm Coast, and a private developer (i.e., The Gardens at Hammock Beach Property Owners Association, Inc) entered into a stipulated settlement agreement that delineated the water and wastewater services areas for each utility provider. The City is financially responsible for the maintenance and improvements to the potable water system within its service area. The City currently has no plans to expand its potable water service area within the next ten years. All planned development occurring within this WSFWP's planning period will be located within the City's existing potable water service area.

The City has interlocal agreements with the City of Palm Coast, the City of Beverly Beach, and Flagler County for emergency interconnects. These interconnects allow for uninterrupted water service during water outages caused by emergencies. Intergovernmental Coordination Element Policy G.1.4.4 and G.1.4.5 of the City's Comprehensive Plan contains enabling language for the City's intergovernmental agreements relative to water supply, service, and planning. In addition, Intergovernmental Coordination Element Policy G.1.4.6 contains enabling language for this coordination activity.



22 Potable Water System and Consumptive Use Permit

The City's wellfield is located outside City limits, in the City of Palm Coast and unincorporated Flagler County, just south of the Flagler County airport. Currently, the City has four active Upper Floridan Aquifer (UFA) wells for public supply and owns and operates one low pressure reverse osmosis (RO) water treatment plant (WTP). The WTP has a maximum treatment capacity of 2.0 million gallons per day (MGD) potable water. This facility also discharges up to 0.50 MGD maximum daily flow RO concentrate water, which is blended with the City's existing wastewater facility discharge into the Intercoastal Waterway (ICW).

The City's current consumptive use permit (CUP) [#59-5] was issued in October 2016 and expires in 2036. The CUP has an allocation of 0.912 MGD annual average of groundwater (333 million gallons per year (mgy)) from the UFA for public supply use.

2.2.1 Well Capacity

The City's current combined operating well capacity is rated for 1,550 gpm or 2.23 MGD as shown in **Table 2-1**. The City has constructed a total of 16 wells as shown in **Figure 2-2**. As of May 2025, Wells 10, 12R, 14, and 15 are active. Wells 1-9 and Well 12 have been abandoned. Well 13 is out of service due to water levels caused by the current water drought, with sand and grout plugging the pre-filters. Well 11 is offline for modification due to water quality issues.

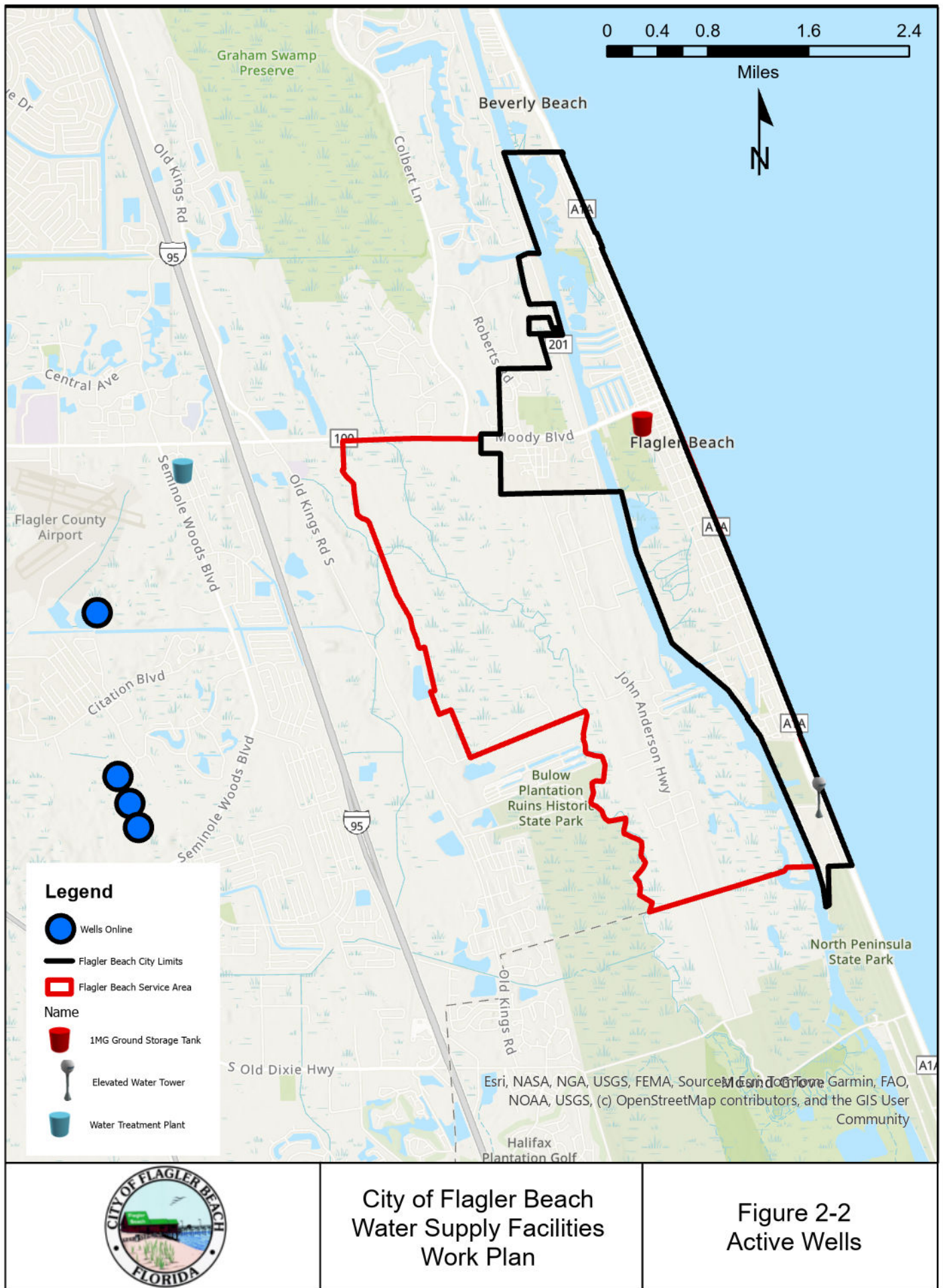
TABLE 2-1: WELL INVENTORY

Well Number (PWS)	Status	Source	Total Depth (feet)	Casing Depth (feet)	Casing Diameter (inches)	Capacity (GPM)
10	Active	FAS-Upper Floridian Aquifer	250	125	8	500
11 ⁽¹⁾	Offline	FAS-Upper Floridian Aquifer	250	127	8	500
12R	Active	FAS-Upper Floridian Aquifer	200	110	12	350
13 ⁽²⁾	Offline	FAS-Upper Floridian Aquifer	186	108	12	350
14	Active	FAS-Upper Floridian Aquifer	200	110	12	350
15	Active	FAS-Upper Floridian Aquifer	200	110	12	350
16 ⁽³⁾	Constructed	FAS-Upper Floridian Aquifer	200	110	12	350
Operating Capacity (MGD)						2.23
Total Well Capacity (MGD)						3.96
Well Availability Factor						1.7

(1) Well 11: Offline for modification

(2) Well 13: Offline due to severe water drought

(3) Well 16: Is still not being Monitoring by the EN50.



3. Water Demand and Supply

31 Population Projection

3.1.1 Historical Demand and Population

Data from monthly records from the City are reflected in **Table 3-1**, which exhibits the annual average daily flow and annual peak flow demand including peak factor observed over the last 10 years (2014 – 2024).

TABLE 3-1: HISTORICAL WATER DEMAND

Year	Annual Average Daily Flow (MGD)	Annual Average Peak Flow (MGD)	Peak Factor
2014	0.529	0.556	1.05
2015	0.518	0.591	1.14
2016	0.598	0.712	1.19
2017	0.591	0.654	1.11
2018	0.581	0.653	1.12
2019	0.579	0.669	1.16
2020	0.647	0.750	1.16
2021	0.704	0.791	1.12
2022	0.606	0.668	1.10
2023	0.568	0.611	1.08
2024	0.595	0.639	1.07
10-year average			1.12
5-year average			1.11

The Bureau of Economic Business Research (BEBR) is part of the University of Florida and is a leading source of population data on Florida cities and counties. Review of historical population projections from the BEBR are reflected in **Table 3-2**. Historically, the population in the utility service area has grown at an average of 2.25% over the past 10 years with slightly higher growth observed over the last 5 years (3.36%). Development trends for Flagler County area remain strong and population is expected to increase steadily throughout the planning period.

TABLE 3-2: CITY'S HISTORICAL POPULATION GROWTH

Year	BEBR Historical Population	Growth (%)
2014	4,462	
2015	4,503	0.9%
2016	4,582	1.8%
2017	4,625	0.9%
2018	4,666	0.9%
2019	4,719	1.1%
2020	4,700	-0.4%
2021	5,133	9.2%
2022	5,182	1.0%
2023	5,216	0.7%
2024	5,550	6.4%
Historical 10-year Average Growth		2.25%
Historical 5-year Average Growth		3.36%

An average growth rate of 2.25%, as observed from the historic growth rate over the previous 10-year period, was used to project the population growth over the next 10-year period. In addition to this growth, the City has provided approval for additional development, including both residential and commercial units (see **Appendix A**). As the number of units and timeline for completion are known from the developer, a density of 2.08 persons per residential unit per US Census was assumed. The resulting projected population over the planning period is shown in **Table 3-3**. Based on this projection, the estimated population in 2035 is 11,790.

TABLE 3-3: CITY'S PROJECTED POPULATION GROWTH

Year	Projected Population	Projected Growth (%)
2025	5,899	6.29%
2026	7,048	19.48%
2027	8,144	15.55%
2028	8,560	5.11%
2029	8,907	4.05%
2030	9,379	5.30%
2031	9,855	5.07%
2032	10,333	4.86%
2033	10,815	4.66%
2034	11,301	4.49%
2035	11,790	4.33%
Average Growth Expected		7.2%

Using the City's historical population data listed above along with the annual average daily flow produced at the City's WTP, the per capita potable water demand per capita for the City of Flagler Beach was calculated for the past 5 and 10-year periods and are shown in **Table 3-4**.

TABLE 3-4: HISTORIC PER CAPITA DEMAND

Year	Annual Average Daily Flow (MGD)	Service Area Population	Per Capita Consumption (GPCD)
2014	0.529	4,462	118
2015	0.518	4,503	115
2016	0.598	4,582	131
2017	0.591	4,625	128
2018	0.581	4,666	125
2019	0.579	4,719	123
2020	0.647	4,700	138
2021	0.704	5,133	137
2022	0.606	5,182	117
2023	0.568	5,216	109
2024	0.595	5,550	107
10-year average			122
5-year average			122

The 5-year and 10-year average gross per capita demands were both 122 GPCD. This demand is inclusive

of both residential and non-residential water use. An average per capita demand of 125 GPCD was used for the purposes of estimation in this report see **Section 3.3** for more details.

The City's billing records from 2015 to 2024 were used to determine historical water use. The data identifies water used per the categories represented in Table 3-5. The irrigation category is reflective of both commercial and residential historical usage. These percentages were used to calculate historical and projected water use over the next 10 years. The historical and projected water uses are shown in Table 3-6.

TABLE 3-5: WATER USE BY CATEGORY

User	Percent of Total Demand
Residential	83%
Commercial	8%
Irrigation	8%
Utility	1%

TABLE 3-6: HISTORICAL AND PROJECTED ANNUAL AVERAGE WATER USE BY CATEGORY

	Year	Residential Water Use (MGD)	Commercial/ Industrial/ Institutional (MGD)	Recreation and Landscape Irrigation (MGD)	Water Utility (MGD)	⁽¹⁾ Total Annual Demand (MGD)
Historical	2015	0.431	0.042	0.042	0.005	0.519
	2016	0.497	0.048	0.048	0.006	0.599
	2017	0.491	0.047	0.047	0.006	0.591
	2018	0.483	0.047	0.047	0.006	0.582
	2019	0.481	0.046	0.046	0.006	0.579
	2020	0.538	0.052	0.052	0.006	0.648
	2021	0.585	0.056	0.056	0.007	0.705
	2022	0.504	0.049	0.049	0.006	0.607
	2023	0.471	0.045	0.045	0.006	0.568
	2024	0.495	0.048	0.048	0.006	0.596
Projected	2025	0.612	0.059	0.059	0.007	0.737
	2026	0.731	0.070	0.070	0.009	0.881
	2027	0.845	0.081	0.081	0.010	1.018
	2028	0.888	0.086	0.086	0.011	1.070
	2029	0.924	0.089	0.089	0.011	1.113
	2030	0.973	0.094	0.094	0.012	1.172
	2031	1.022	0.099	0.099	0.012	1.232
	2032	1.072	0.103	0.103	0.013	1.292
	2033	1.122	0.108	0.108	0.014	1.352
	2034	1.172	0.113	0.113	0.014	1.413
	2035	1.223	0.118	0.118	0.015	1.474

(1) Summation and rounding of the residential, commercial, irrigation and water utility

32 Level Of Service Standard (LOS) and Water Supply Concurrency

The City's service area has a variety of water users including residential, commercial and industrial users. The City has adopted a level of service standard for potable water in the Capital Improvements Element of its Comprehensive Plan (i.e., Objective H.6.1). The US Census estimate for people per residential unit is 2.08 and the City's Comprehensive Plan includes a water LOS of 125 gallons per capita. The LOS flow for each residential unit is 125 gal/person multiplied by a 2.08 people/unit or 260 gpd/unit. The adopted level of service is summarized below.

- Residential potable water usage is calculated at a rate of 125 gpcd
- Commercial potable water usage is calculated at a rate of 2,000 gallons per acre per day
- They City has a price per gallon measurement and tied to set amounts of water in usage or tiers. The number and size of the usage is based on the customer classification. The City has a tiered rate system to encourage water conservation.

The City ensures compliance with the State's water supply and facility concurrency requirements (i.e., Section 163.3180, F.S) through implementation of Policy D.1.2.3.

33 CUP Allocation / Water Supply Projection

Using the projected population and the per capita demand of 125 gallons per capita day per the City's LOS, the total water demand anticipated for the City is depicted in **Table 3-7**. The permitted capacity for the wells will be exceeded in 2026 due to the growth of population and will require a CUP modification beginning in late 2025. The CUP modification will review the flow demand required through 2045 and is estimated to be approximately 2.2 MGD. This currently aligns with planned wellfield expansion as further described in Section 8.

TABLE 3-7:PROJECTED AND PERMITTED ANNUAL WITHDRAWALS

Year	Projected Population	(1)Total Avg. Annual Demand (MGD)	(2)Total Annual Peak Demand (MGD)	(3)Annual Average Raw Water Demand (MGD)	(3)Annual Peak Raw Water Demand (MGD)	(4)CUP Surplus/ Deficit Capacity	(5)WTP Surplus/ Deficit Capacity
2025	5,899	0.74	0.83	0.87	0.97	0.04	1.17
2026	7,048	0.88	0.99	1.04	1.16	-0.12	1.01
2027	8,144	1.02	1.14	1.20	1.34	-0.29	0.86
2028	8,560	1.07	1.20	1.26	1.41	-0.35	0.80
2029	8,907	1.11	1.25	1.31	1.47	-0.40	0.75
2030	9,379	1.17	1.31	1.38	1.54	-0.47	0.69
2031	9,855	1.23	1.38	1.45	1.62	-0.54	0.62
2032	10,333	1.29	1.45	1.52	1.70	-0.61	0.55
2033	10,815	1.35	1.51	1.59	1.78	-0.68	0.49
2034	11,301	1.41	1.58	1.66	1.86	-0.75	0.42
2035	11,790	1.47	1.65	1.73	1.94	-0.82	0.35

(1) Population *125 GPCD

(2) 1.12 peak flow* AADF (Based on historical annual peak factor)

(3) Assuming a minimum RO Recovery of 85%

(4) CUP Allocation 0.912 MGD

(5) WTP Capacity 2.0 MGD

Although **Table 3-7** confirms that the capacity of the plant will not be exceeded over the planning period (2035), FDEP requires water utilities to begin planning for expansion when annual average flows exceed 80% of the permitted capacity. This is expected to occur in 2031 per the RO system nameplate rating and will be considered as part of CIP planning for 2031 through 2035.

Irrigation currently accounts for approximately 8% of the City's potable water demand. As the City is planning to incorporate reclaimed water in the future, the portion of potable water used for irrigation is expected to be offset. See **Section 4** for more information on non-potable water.

4. Nonpotable Water Supplier Information

The City currently owns and operates one wastewater treatment plant (WWTP) with a maximum capacity of 1.0 MGD, located three miles east of the WTP. The WWTP provides advanced secondary treatment and disposes of the effluent into the Intercoastal Waterway (ICW). The City's wastewater service area is nearly identical to the potable water service area. The City does not currently produce reclaimed water for beneficial use, nor does it have a distribution system network for public access reuse (PAR). However, the City is planning upgrades to the WWTP to allow for PAR and will install transmission lines for a future reuse system. In addition, new developments are installing reclaimed dry lines/mains to receive reclaimed water once available.

4.1 Reuse Water Practices

4.1.1 Service Area Inventory

The City completed a Reuse Master Plan in September 2024 as a guide for the orderly development and phased implementation of a PAR system for the City to ultimately eliminate effluent surface water discharges into the ICW as required by Senate Bill 64. Per the City's Reuse Master Plan, the City's initial reclaimed water service area is planned to serve customers along John Anderson Highway, Roberts Road, and Lambert Avenue/Palm Drive; at the WWTP; and at Wadsworth Park along SR 100. The development and expansion of the PAR system is proposed to occur in five phases over six (6) fiscal years. The Reuse Master Plan proposes a PAR system comprised of the following components:

- Reclaimed Water Supply
- Reclaimed Water Storage (at least 2.0 MGD storage volume in short-term)
- High Service Pumping via Reclaimed Water Distribution Pump Station
- Reject Water Storage System (1.0 MG storage volume)
- Reclaimed Water Distribution System Layout
- Controls and Instrumentation Systems

4.1.2 Reuse Demand

Per the Reuse Master Plan, proposed reclaimed PAR demands were compared to wastewater flow projections. With the City's current WWTP treatment and capacity, the City would be able to meet the projected PAR demand until approximately 2032 when deficits would occur. The Reuse Master Plan details proposed improvements to the WWTP that would enable the City to meet the growing demand for wastewater and reuse and avoid the projected deficits. As the City begins reclaimed water production and installing a reclaimed water distribution system, the City will be able to offset a portion of its potable demand using reclaimed water as an alternative water supply.

5. Water Supply and Facility Capacity Projects – Alternative and Traditional; Potable and Non-Potable

51 Distribution System Interconnects

Currently, the City only uses its interconnects as an alternative water source in the event of an emergency. **Section 8** details specific projects planned during this WSFWP's planning period.

52 WWTP Upgrades

In June 2023, the City proceeded with a project to upgrade the existing WWTP, which is the first phase of future plans to provide a reclaimed water distribution system to future developments. To produce reclaimed water, the WWTP needs to be upgraded to add filtration, pumping, and storage facilities for advanced wastewater treatment (AWT). The project includes the design of the WWTP-AWT Plant Expansion with funding provided by an FDEP grant. Expansion of the City's wastewater facilities in conjunction with the development of a comprehensive PAR system as an alternative water source will allow the City to offset a portion of its potable water demand for irrigation as the City experiences projected growth.

53 CUP Modification and Wellfield Expansion

Saltwater intrusion and projected growth have driven the need for new wells to meet the required wellfield demand. Additional Wells (including #17 and #18) are anticipated within the current WSFWP planning period. Additionally, the increase in demand necessitates an increase in the CUP allocation. **Section 8** provides additional details on these planned projects.

6. Water Source Protection Practices

The City's wellfield is located outside of the City's municipal limit, in the City of Palm Coast and unincorporated Flagler County. Therefore, the City coordinates with Flagler County relative to water source protection. To protect the City's sources of water, the City works with the City of Palm Coast and Flagler County to not allow certain development within certain limits of the wells. The City's comprehensive plan includes water source protection for quality and quantity of water as well as aquifer recharge protection. A summary of source protection policies is below.

- Land use restrictions to protect water quality (Policies E.1.1.1, E.1.1.2)
- Restrictions in septic tanks (Policy E.1.1.4, D.2.1)
- Intergovernmental coordination for wellfield protection (Policy E.1.2.5)

7. Water Conservation

The City has implemented a variety of water conservation practices. For example, the City implements a water conservation rate structure. In addition, the City is implementing its Water Conservation Plan that was submitted as part of the CUP process. The City's comprehensive plan includes additional water conservation policies, which are summarized below. The City plans to maintain these policies and improve upon them when feasible.

- Monitoring water consumption trends (Policy D.1.4.1)
- Conduct public education efforts informing and encouraging responsible water use (Policy D.1.6.1)

- Implementation of City's Water Conservation Plan and associated practices (Policy D.1.6.2)
- Enforce Florida Building Code (FBC) requirements for max flow rates in new developments (Policy D.1.6.3)
- Investigate potential use of graywater for certain onsite irrigation systems (Policy D.1.6.4)
- Metering Requirements (Policy D.1.6.5)
- Requirements for native plants (Policies E.2.5.3 and E.2.6.3)
- Intergovernmental coordination of water conservation (Policies G.1.4.4-G.1.4.7)

8. Capital Improvements

The latest NFRWSP (2023) did not identify any project options related to the City. In 2017, the City completed construction of Well #12R as a replacement for Well #12 per the recommendations of the previous NFRWSP. The City plans to expand the wellfield capacity from 2.0 MGD to 5.0 MGD (10 wells), beginning with Well #17 and Well #18 and will also focus on increasing the CUP allocation per the projected demands. In addition, there are plans to expand the water treatment plant capacity to provide potable water to future developments. To increase storage, ability to deliver water to the distribution system, and increase resiliency, the City plans to build a 1.0 MGD tank at the WTP to have sufficient storage on the mainland, as well as run a 16-inch water main along Lambert Avenue for a second river crossing in the future.

Appendix A details the capital improvements the City has scheduled to occur from FY2026 to FY2030 to meet growing demand within the WSFWP's ten-year planning period.

APPENDIX A

CITY OF FLAGLER BEACH CAPITAL IMPROVEMENT PROGRAM (CIP)

EXHIBIT B

Ordinance 2025-09 adopts the updated Water Facilities Supply Plan along with amendments to the current comprehensive plan to guide and control future development of Flagler Beach. It provides amendments to the comprehensive plan to implement the updated Water Facilities Work Plan policies in the Public Facilities Element; amendments to the Capital Improvements Element, Five-year Capital Improvements Schedule required for identification to ensure Levels of service (LOS) and established goals, objectives, and policies in the Capital Improvements Element are met or exceeded. The annually updated Five-Year Schedule of Improvements contains the project description, location, determination of consistency, projected costs and revenue sources needed to construct the project; and includes grant funded capital facility improvements to be funded each year.

E. Public Facilities Element

Policy D.1.7.1 ~~The City shall comply with its 2025-2035 Water Supply Facilities Work Plan, prepared by the City and Mead & Hunt, which is incorporated by reference into as Appendix A to this Element of the Comprehensive Plan."~~

Policy D.1.7.2.3 Groundwater quality degradation may constrain the availability of fresh groundwater due to the susceptibility to both vertical and lateral saltwater intrusion. The City shall continue wellfield management including implementing as needed back plugging, reduced pumping rates, and relocation of withdrawals to less susceptible areas to effectively manage increasing chloride trend.

I. Capital Improvement Element

IMPLEMENTATION

Five-Year Capital Improvements Schedule

The five-year schedule of capital improvements required for identification as the program to be adopted to ensure that the goals, objectives and policies established in the Capital Improvements Element are met or exceeded is contained in Appendix A, Capital Improvements Schedule- ~~Fiscal Years 2017-18 to 2021-2022~~ 2022/2023 to 2027/2028.

The Annual Schedule of Improvements is the basis for the annual capital improvement program adopted by ordinance and contains the project description, location, determination of consistency, and projected costs and revenue sources needed to construct the project.

Approved FY 24/25 CIP Schedule

Project	Fund	Funding Source	FY 24/25	Budget	Status	FY 25/26	Budget	FY 26/27	Budget	FY 27/28	Budget	FY 28/29	Budget
CRA - City Parking Lot # 3 - S. 8th Street	CRA	CRA Fund Balance	FY 24/25	\$147,000	100 % Complete	FY 25/26	\$200,000	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
CRA - City Parking Lot # 4 - N. 5th Street	CRA	CRA Fund Balance / CRA Salary Section 2	FY 24/25	\$164,500	90 % Complete	FY 25/26		FY 26/27		FY 27/28		FY 28/29	
CRA - Light Replacements	CRA	CRA	FY 24/25	\$292,731	25% Complete	FY 25/26	\$200,000	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
CRA - Crosswalks (Re-stamp)	CRA	CRA	FY 24/25	\$0		FY 25/26	\$0	FY 26/27	\$460,000	FY 27/28	\$0	FY 28/29	\$0
CRA - Underground Utilities	CRA	CRA	FY 24/25	\$0		FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$700,000
BCI - Sound Dampening Building Dept - Main Space	BCI	75 BCI / 25 GF	FY 24/25	\$18,750	CC Agenda Pending	FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Pier - Pier Reconstruction	Pier	FEMA / State Grant	FY 24/25	\$16,600,000	Grant in Process	FY 25/26	\$1,400,000	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Pier - Pier Bathroom / Beach Walk	Pier	TDC Grant/ GF Transfer	FY 24/25	\$2,658,600	Grant in Process	FY 25/26	\$1,131,000	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
P&Z - Sound Dampening Building Dept - Main Space	General	75 BCI / 25 GF	FY 24/25	\$6,250	CC Agenda Pending	FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Recreation - Sun Trail	General	Grant	FY 24/25	\$0		FY 25/26	\$0	FY 26/27	\$2,000,000	FY 27/28	\$0	FY 28/29	\$0
IT - BSA Cloud Version Update	General	Funds / Split	FY 24/25	\$0		FY 25/26	\$75,000	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Library - Bathroom Renovations	General	Unrestricted GF	FY 24/25	\$50,000	TBD	FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Library - Interior LED Lighting Replacement & Wiring Update	General	Unrestricted GF	FY 24/25	\$0		FY 25/26	\$10,000	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Roads / Bridges - Street Paving	General	Paving Reserves	FY 24/25	\$100,000	Pending Scope	FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Sanitation - Awning Big Blue	Sanitation	Sanitation Fund	FY 24/25	\$25,000	TBD	FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Maintenance - Bypass Pump On Trailer	Utility	Unrestricted Utility Fund	FY 24/25	\$70,000	Pending Quotes	FY 25/26	\$0	FY 26/27	\$72,000	FY 27/28	\$0	FY 28/29	\$75,000
Maintenance - Wet Well Rehabs	Utility	Unrestricted Utility Fund	FY 24/25	\$80,000	Pending Scope	FY 25/26	\$80,000	FY 26/27	\$80,000	FY 27/28	\$80,000	FY 28/29	\$80,000
Maintenance - LS # 11 S. Flagler Ave & S. 25th					Unfunded								
Maintenance - Manhole Rings and Covers / Installation	Utility	Unrestricted Utility Fund	FY 24/25	\$239,756	CC Agenda Pending	FY 25/26	\$239,756	FY 26/27	\$239,756	FY 27/28	\$239,756	FY 28/29	\$239,756
Maintenance - Lift Stations Rebuild - Emergency	Utility	Unrestricted Utility Fund	FY 24/25	\$300,000	25% Complete	FY 25/26	\$0	FY 26/27	\$350,000	FY 27/28	\$0	FY 28/29	\$375,000
Maintenance - Backup Diesel Driven Pumps	Utility	Grant	FY 24/25	\$0	3rd Qtr Reporting	FY 25/26	\$500,000	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Maintenance - Fire Hydrant Replacement	Utility	Infrastructure Reserve	FY 24/25	\$87,954	25% Complete	FY 25/26	\$130,100	FY 26/27	\$131,100	FY 27/28	\$132,100	FY 28/29	\$0
Maintenance - Sewer Connection Oak Street	Utility	Transfer from Reserves	FY 24/25	\$80,000	CC Agenda Pending	FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Maintenance - Abandon 2" Galvanized Lines - S. 13th to 15th	Utility	Transfer from Reserves	FY 24/25	\$125,000	CC Agenda Pending	FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0

Approved FY 24/25 CIP Schedule

Project	Fund	Funding Source	FY 24/25	Budget	Status	FY 25/26	Budget	FY 26/27	Budget	FY 27/28	Budget	FY 28/29	Budget
Maintenance - S. 13th Alleyway A1A & Central - Replace Galvanized Line	Utility	Impact Fees - Water	FY 24/25	\$475,000	CC Agenda Pending	FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Maintenance - (4) Grant Rehab - Lift Stations	Utility	HNWAG Grant - HA009	FY 24/25	\$2,059,785	Grant in Process	FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Wastewater Plant - Screw Press Project	Utility	50/50 Match (\$850K Each) Total \$1.7 M	FY 24/25	\$1,287,000	Value Engineering Review	FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Wastewater Plant - WWTP - New Plant	Utility	SRF Loan/ Line of Credit	FY 24/25	\$25,000,000	Out for Bid	FY 25/26	\$10,000,000	FY 26/27	\$5,000,000	FY 27/28	\$0	FY 28/29	\$0
Wastewater Plant - Flow Equalization Basin / Master Lift Station	Utility	HNWAG Grant	FY 24/25	\$1,693,681	Out for Bid	FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Water Production - Well # 17 Design	Utility	Impact Fees - Water	FY 24/25	\$0		FY 25/26	\$0	FY 26/27	\$150,000	FY 27/28	\$0	FY 28/29	\$0
Water Production - Well # 17 Construction	Utility	Impact Fees - Water	FY 24/25	\$0		FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$1,400,000	FY 28/29	\$0
Water Production - Potable Water (Intercoastal) Upland Swale - River Crossing Design	Utility	Unrestricted Utility Fund	FY 24/25	\$150,000	25% Complete	FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Water Production - Potable Water (Intercoastal) Upland Swale -River Crossing Construction	Utility	Unrestricted Utility Fund / Grant	FY 24/25	\$0		FY 25/26	\$1,500,000	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Water Production - Potable Water (Lambert) River Crossing Construction	Utility	Grant	FY 24/25	\$1,500,000	TBD	FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Water Production - Replacement S. Central Water Line	Utility	Unrestricted Utility Fund	FY 24/25	\$900,000	90 % Complete	FY 25/26	\$2,500,000	FY 26/27	\$2,500,000	FY 27/28	\$2,500,000	FY 28/29	\$2,500,000
Water Production - 1 MG Tank Design	Utility	Impact Fees - Water	FY 24/25	\$150,000	50% Complete	FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Water Production - 1 MG Tank Construction	Utility	Impact Fees - Water	FY 24/25	\$0		FY 25/26	\$2,000,000	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Water Production - Plant Ground Stone - Wells 16	Utility	Unrestricted Utility Fund	FY 24/25	\$17,000	TBD	FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Water Production - Stabilization Well 13 Road	Utility	Unrestricted Utility Fund	FY 24/25	\$0		FY 25/26	\$20,000	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Water Production - Well # 18 Design	Utility	Impact Fees - Water	FY 24/25	\$0		FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$150,000	FY 28/29	\$0
Water Production - Well # 18 Construction	Utility	Impact Fees - Water	FY 24/25	\$0		FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$1,800,000
Storm Water - Improvements South Flagler Avenue Rte. 100-S 7th City Share	Storm Water	HMPG 4486 Grant 10% City	FY 24/25	\$0		FY 25/26	\$943,800	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
Storm Water - Custer's Palm Harbor	Storm Water	Storm Water Funds	FY 24/25	\$0		FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$395,400	FY 28/29	\$0
Storm Water - Palm Harbor	Storm Water	Storm Water Funds	FY 24/25	\$0		FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$757,800
Storm Water - Storm Water Improvement McKim & Creed	Storm Water	Storm Water Funds	FY 24/25	\$520,000	25% Complete	FY 25/26	\$0	FY 26/27	\$0	FY 27/28	\$0	FY 28/29	\$0
				\$54,798,007				\$20,929,656	\$10,982,856	\$4,897,256			

FREQUENTLY ASKED QUESTIONS REGARDING WATER SUPPLY FACILITIES WORK PLANS

Why update the Water Supply Facilities Work Plan (Work Plan)?

- Ensure adequate water supply for current and future residents
- Strengthen position to compete for funding assistance
- Plan for alternative water supply sources that take time to develop and finance
- Ensure local needs are considered by regional water suppliers and the South Florida Water Management District (SFWMD)
- Meet statutory requirements (Chapter 163, Florida Statutes) after the applicable Regional Water Supply Plan (RWSP) has been updated

How is the Work Plan updated?

- As a Comprehensive Plan amendment, pursuant to Chapter 163, Florida Statutes, under the Expedited State Review Process or the State Coordinated Review Process. The Work Plan can be incorporated into the Comprehensive Plan in one of three ways:
 - Incorporated as a standalone document adopted by reference,
 - Incorporated as a separate element or sub-element, or
 - Incorporated into applicable elements.
- May be combined and submitted with other Comprehensive Plan amendments

Who prepares the Work Plan update?

- Each local government, including those that obtain their water from another local government or utility

When are adopted Comprehensive Plan amendments due?

- Within 18 months after the applicable RWSP update is approved by the SFWMD
- If a local government is in one or more water management districts or water supply regions, the Work Plan update is due 18 months after the later RWSP is adopted.

What is included in the Work Plan update?

- Population estimates and projections
- Water demand estimates and projections
- Identification of viable water sources to meet demands
- Capital improvement needs to meet existing and future demands
- Conservation efforts

- Planning time frames
- Changes since the original Work Plan was adopted (e.g., water supplier, service area, planned facilities, water suppliers, water users, level of service standards)

Will assistance be provided to update the Work Plan?

- The Water Supply Facilities Work Plan Updates Technical Assistance Guide is available on the SFWMD website at: <https://www.sfwmd.gov/our-work/water-supply/work-plans>
- Assistance can be provided through regional workshops, one-on-one meetings, and information on the SFWMD website
- SFWMD staff are available to conduct informal pre-submittal reviews

Is there a sample policy that incorporates a Work Plan into an adopted Comprehensive Plan?

Below is a sample policy to incorporate the Work Plan into the Comprehensive Plan:

The [local government] hereby adopts by reference the Water Supply Facilities Work Plan (Work Plan) into the [local government's] Comprehensive Plan, dated xxxx, for a planning period of not less than 10 years. The Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the [local government].

How are Comprehensive Plan amendments submitted to the SFWMD for review?

Local governments are encouraged to submit Comprehensive Plan amendments to the SFWMD via the SFLOCALGOVPLAN@sfwmd.gov email

Submit amendments to:

David Ragsdale, Policy and Planning Analyst
 Water Supply Implementation Unit
 South Florida Water Management District
 3301 Gun Club Road
 West Palm Beach, FL 33406
dragsdal@sfwmd.gov

Serial Number
25-00234F

Observer

You. Your Neighbors. Your Neighborhood.
PalmCoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Announcement

in the matter of Adoption of Ordinances

in the Court, was published in said newspaper by print in the issues of 8/14/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Nancy Kay Raymond
Nancy Kay Raymond

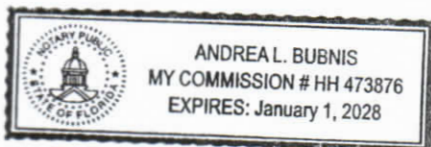
Sworn to and subscribed, and personally appeared by physical presence before me,

14th day of August, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Andrea L. Bubnis

Notary Public, State of Florida
(SEAL)



PUBLIC NOTICE
The City of Flagler Beach proposes to adopt the following ordinances entitled:
ORDINANCE NO. 2025-09
COMPREHENSIVE PLAN
AMENDMENT

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN TO ADOPT AND INCORPORATE THE UPDATED WATER FACILITIES SUPPLY WORK PLAN AS REQUIRED BY HB 3372, FLORIDA STATUTES; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE UPDATED WATER FACILITIES SUPPLY WORK PLAN; PROVIDING FOR ADOPTION OF UPDATED POLICIES WITHIN THE COMPREHENSIVE PLAN PUBLIC FACILITIES ELEMENT; PROVIDING FOR ADOPTION OF AMENDMENTS TO THE CAPITAL IMPROVEMENT ELEMENT PROVIDING FOR UP-DATED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-10
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN TO INCORPORATE AND MAKE REFERENCE TO CERTAIN STATE LEGISLATION INCLUDING THE STATE'S ADOPTION OF AND AMENDMENTS TO THE LIVE LOCAL ACT AND OTHER STATE LEGISLATION RELATED TO AFFORDABLE HOUSING, ENERGY RESOURCES, AND RESILIENCY; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2025-11
AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN TO ADD A PROPERTY RIGHTS ELEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Public Hearings will be conducted to consider the amendments as follows:

Planning & Architectural Review Board Special Meeting, Tuesday July 15, 2025, at 5:30 p.m. or soon thereafter

City Commission Meeting (First Reading), Thursday July 24, 2025, at 5:30 p.m. or soon thereafter

City Commission Meeting (Second Reading), Thursday August 28, 2025, at 5:30 p.m. or soon thereafter

The public hearings may be continued to a future date or dates. The times and dates of any continuance of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida. If a person desires to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Amendment with Florida's Act, persons needing assistance to participate in any of those proceedings should contact the City Clerk's Office at 386-337-2000 Ext. 233 at least 48 hours prior to the meeting.

Aug. 14 25-00234F

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website.

ORDINANCE NO. 2025-09

An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending its Comprehensive Plan to adopt by reference the Updated Water Facilities Supply Work Plan as required by 163.3177, Florida Statutes; providing for the adoption of amendments to the City's Comprehensive Plan to implement the updated Water Facilities Supply Work Plan; providing for adoption of updated policies within the Comprehensive Plan Public Facilities Element; providing for adoption of amendments to the Capital Improvement Element and providing for updated Five-Year Schedule of Capital Improvements; providing for transmittal to the State Land Planning Agency, Department of Economic Opportunity; providing the repeal of laws in conflict; providing for severability; providing for an effective date.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is 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 the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance:

Ordinance 2025-04 adopts the City's updated Water Facilities Work Plan and related policies and incorporates same into the City's Comprehensive Development Plan.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

The ordinance is not expected to have any direct economic impact on private, for profit businesses in the City. The ordinance will not have any regulatory costs nor costs of compliance for businesses. The ordinance does not create any new fees or charges on businesses.

3. Good faith estimate of the number of businesses in the City likely to be impacted by the proposed ordinance:

The City does not expect any businesses in the City to be impacted by the proposed ordinance.

August 22, 2025

The Honorable Patti King
Mayor, City of Flagler Beach
P.O. Box 70
105 South 2nd Street
Flagler Beach, Florida 32136

Dear Mayor King,

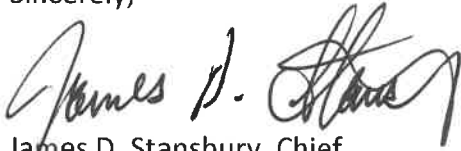
FloridaCommerce has reviewed the proposed comprehensive plan amendment for the City of Flagler Beach (Amendment No. 25-02ESR) received on July 28, 2025. The review was completed under the expedited state review process. FloridaCommerce has no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, FloridaCommerce has enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Avian Williams, Planning Analyst, by telephone at (850) 717-8504 or by email at Avian.Williams@Commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /aw

Enclosure(s): Procedures for Adoption

cc: Lupita McClenning, City Planner, City of Flagler Beach

Elizabeth Payne, AICP, Chief Executive Officer, Northeast Florida Regional Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "[Comprehensive Plan and Amendment Upload](https://fldco.my.salesforce-sites.com/cp/)" (<https://fldco.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

ORDINANCE 2025-10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN TO INCORPORATE AND MAKE REFERENCE TO CERTAIN STATE LEGISLATION INCLUDING THE STATE'S ADOPTION OF AND AMENDMENTS TO THE LIVE LOCAL ACT AND OTHER STATE LEGISLATION RELATED TO AFFORDABLE HOUSING, ENERGY RESOURCES, AND RESILIENCY; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3187, Florida Statutes, provides for the authority and procedure for the City Commission of Flagler Beach, Florida to amend its Comprehensive Plan utilizing procedures applicable to large scale developments; and

WHEREAS, Section 163.3191, Florida Statutes, requires that local governments evaluate their comprehensive development plans to determine if plan amendments are necessary to reflect changes in state requirements; and

WHEREAS, Section 163.3191, Florida Statutes, requires that local governments who have determined that plan amendments are necessary to reflect changes in state requirements transmit the amendments to the state land planning agency; and

WHEREAS, on July 15, 2025, the Planning and Architectural Review Board sitting as the local planning agency for the city, recommended transmittal of the amendments to the comprehensive plan of the city; and

WHEREAS, the City Commission desires to adopt the amendments to the current comprehensive plan to guide and control the future development of the city, and to preserve, promote, and protect the public health, safety, and welfare.

WHEREAS, on July 24, 2025, the Flagler Beach City Commission authorized transmittal of the proposed plan amendments to the appropriate state agencies;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF FLAGLER BEACH, FLORIDA:

SECTION 1. APPROVAL

The City of Flagler Beach Comprehensive Plan is hereby amended as set forth on Exhibit "A".

SECTION 2. CONSISTENCY WITH CITY OF FLAGLER BEACH COMPREHENSIVE PLAN

The City Commission hereby finds and determines that the approval of the amendments is consistent with the goals, objectives and policies of the City of Flagler Beach Comprehensive Plan as amended.

SECTION 3. ENFORCEMENT

The city may enforce this Ordinance as authorized by law.

SECTION 4. REPEAL

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY

The provisions of this Ordinance are hereby declared to be severable. If any provision of this Ordinance, or the application thereof, to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

SECTION 6. EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

This Ordinance was adopted in regular meeting after its second reading this ___ day of August, 2025.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

CITY CLERK

Patti King, Mayor

APPROVED AS TO FORM AND LEGALITY:

DREW SMITH, CITY ATTORNEY

EXHIBIT "A"

[Note: Underline Text represents language to be added to the Comprehensive Plan, ~~strikethrough text~~ represents deletions, and ellipses (. . . or * * *) represent portions of the Comprehensive Plan that are not reprinted here and which remain unchanged].

* * *

GOAL B. Allow Mixed-Use Residential Development projects in commercial and industrial land uses in accordance with applicable Florida Statutes if the project includes affordable housing as defined in Section 166.04151, .

Goal C. To the extent required by the Florida Live Local Act, allow for administrative approval of multi-family and mixed-use residential development by developers of affordable housing as defined in Section 166.04151, Florida Statutes.¹

Policy C.1 In accordance with the Act, a developer must demonstrate they have the capacity to sustain affordability of the project and have resources available for determining income eligibility of future residents and ensure affordability thresholds are maintained.

Policy C.1.2. Update and maintain information on the City's website regarding Live Local procedures and policies as set forth in Section 166.04151, Florida Statutes.

Policy C.1.3. Certain development utilizing the Live Local Act are not required to obtain a rezoning, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, or density described in the Live Local Act.

¹ As of 2025, the Live Local Act requires the City to administratively approve multi-family and mixed-use development if:

1. The property is zoned for commercial, industrial, or mixed use;
2. A minimum of 40% of the residential rental units are affordable to households 120% of area median income or below for a period of at least 30 years;
3. For mixed use developments - at least 65% of the development's total square footage must be residential.

Policy C.1.4. To the extent provided by Section 166.04151, Florida Statutes, the density of an affordable residential rental multi-family or mixed-use development may not be restricted below the highest allowed density on any City land where residential land use is allowed.

Policy C.1.5. To the extent provided by Section 166.04151, Florida Statutes, the height of an affordable residential rental multi-family or mixed-use development may not be restricted below the highest allowed height for a commercial or residential development located in the city which is 35'.

Policy C.1.6. Pursuant to Section 166.04151, Florida Statutes, the City is encouraged to reduce parking requirements for affordable housing.

Policy C.1.7. To the extent prohibited by Section 166.0451, Florida Statutes, to avoid is limiting the Floor Area Ratio (FAR) for affordable housing, as defined by said statute, below 150%, or such other percentage as the statute may be amended to provide, of the highest currently allowed FAR in the City.

Policy C.1.8. Live Local Act projects must adhere to all other limitations and requirements contained in the City's Comprehensive Plan, Land Development Code regulations, building code, and other regulations such as flood plain regulations and requirements to connect to City water and sewer service.

Policy C.1.9. Land to be developed utilizing Live Local must be zoned for commercial, industrial uses, or mixed-use. Planned Developments (PUDs) that allow commercial uses, industrial uses or mixed-uses qualify under Live Local.

* * *

Policy A.1.1.4 To the extent required by Section 163.32051, Florida Statutes, floating solar facilities are to be a permitted use in the appropriate land use category in local comprehensive plan, future land use element; mainland Highway Commercial or Industrial Land Use categories.

Senate Bill 1624/House Bill 1645 Energy Resources –

Policy A.1.1.5 To the extent required by Section 163.3210, resiliency facilities are to be a permitted use in commercial, manufacturing, and industrial land use categories and local development regulations are not to conflict with resiliency facility citing.

Serial Number
25-00234F

Observer

You. Your Neighbors. Your Neighborhood.
PalmCoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Announcement

in the matter of Adoption of Ordinances

in the Court, was published in said newspaper by print in the issues of 8/14/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Nancy Kay Raymond
Nancy Kay Raymond

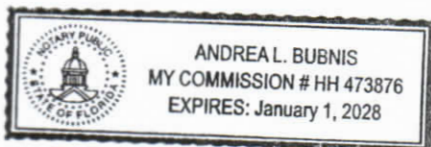
Sworn to and subscribed, and personally appeared by physical presence before me,

14th day of August, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Andrea L. Bubnis

Notary Public, State of Florida
(SEAL)



PUBLIC NOTICE

The City of Flagler Beach proposes to adopt the following ordinances entitled:
ORDINANCE NO. 2025-09
COMPREHENSIVE PLAN
AMENDMENT

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN TO ADOPT AND INCORPORATE THE UPDATED WATER FACILITIES SUPPLY WORK PLAN AS REQUIRED BY HB 3372, FLORIDA STATUTES; PROVIDING FOR THE ADOPTION OF AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE UPDATED WATER FACILITIES SUPPLY WORK PLAN; PROVIDING FOR ADOPTION OF UPDATED POLICIES WITHIN THE COMPREHENSIVE PLAN PUBLIC FACILITIES ELEMENT; PROVIDING FOR ADOPTION OF AMENDMENTS TO THE CAPITAL IMPROVEMENT ELEMENT PROVIDING FOR UP-DATED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2025-10
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN TO INCORPORATE AND MAKE REFERENCE TO CERTAIN STATE LEGISLATION INCLUDING THE STATE'S ADOPTION OF AND AMENDMENTS TO THE LIVE LOCAL ACT AND OTHER STATE LEGISLATION RELATED TO AFFORDABLE HOUSING, ENERGY RESOURCES, AND RESILIENCY; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY, DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2025-11
AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN TO ADD A PROPERTY RIGHTS ELEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Public Hearings will be conducted to consider the amendments as follows:

Planning & Architectural Review Board Special Meeting, Tuesday July 15, 2025, at 5:30 p.m. or soon thereafter

City Commission Meeting (First Reading), Thursday July 24, 2025, at 5:30 p.m. or soon thereafter

City Commission Meeting (Second Reading), Thursday August 28, 2025, at 5:30 p.m. or soon thereafter

The public hearings may be continued to a future date or dates. The times and dates of any continuance of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida. If a person desires to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Amendment with Disabilities Act, persons needing assistance to participate in any of those proceedings should contact the City Clerk's Office at 386-337-2000 Ext. 233 at least 48 hours prior to the meeting.

Aug. 14 25-00234F

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website.

ORDINANCE NO. 2025-10

An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the city's Comprehensive Plan to incorporate make reference to certain State Legislation including the State's adoption of and amendments to the Live Local Act and other State Legislation related to affordable housing, energy resources, and resiliency; providing for transmittal to the State Land Planning Agency, Department of Economic Opportunity; providing the repeal of laws in conflict; providing for severability; providing for an effective date.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is 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 the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance:

Ordinance 2025-03 incorporates references to certain recently passed State legislation.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

The ordinance is not expected to have any direct economic impact on private, for profit businesses in the City. The ordinance will not have any regulatory costs nor costs of compliance for businesses. The ordinance does not create any new fees or charges on businesses.

3. Good faith estimate of the number of businesses in the City likely to be impacted by the proposed ordinance:

The City does not expect any businesses in the City to be impacted by the proposed ordinance.

ORDINANCE NO. 2025-11

**AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING
THE COMPREHENSIVE PLAN TO ADD A PROPERTY RIGHTS ELEMENT;
PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, Section 163.3167, Florida Statutes, requires the City to maintain a comprehensive plan to guide its future development and growth; and

WHEREAS, Section 163.3177(6)(i)1., Florida Statutes, requires the City's comprehensive plan to include a property rights element; and

WHEREAS, the City of Flagler Beach respects judicially acknowledged and constitutionally protected private property rights; and

WHEREAS, the City of Flagler Beach respects the rights of all people to participate in land use planning processes; and

WHEREAS, this ordinance will amend the comprehensive plan by adding a new Section "J" Property Rights Element.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF FLAGLER BEACH CITY COMMISSION

SECTION 1. The City of Flagler Beach comprehensive plan is amended by adding the property rights element attached as EXHIBIT A and made a part of this ordinance as if set forth in full.

SECTION 2. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION 3. Codification. It is the intent of the City Commission of the City of Flagler Beach that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal authority in codifying the provisions of this Ordinance.

SECTION 4. Effective Date. This Ordinance shall become after adoption in accordance with applicable law.

Ordinance 2025-11 cont.

ADOPTED by the City Commission of the City of Flagler Beach, Florida, this _____ day of
_____, 2025.

City of Flagler Beach, Florida

Patti King, Mayor

Attest:

Penny Overstreet, City Clerk

EXHIBIT A

J.- PROPERTY RIGHTS ELEMENT

GOAL J.1: Ensure that private property rights are considered in the City's decision-making process.

Objective J.1: Private property rights. The City will consider the property rights set forth in the policies of this element when making land use and zoning decisions. This objective and the policies within this element do not create any property rights or due process rights that are not already judicially acknowledged and constitutionally protected. This objective and the policies within this element are not intended to alter the legislative nature of decisions made in the adoption of comprehensive plan amendments and land development code amendments. This objective and the policies within this element are not intended to require evidence, discussion, or findings of fact concerning the matters set forth herein. Ordinances adopted and land use and zoning decisions made by the City are presumed to have considered the matters set forth in this element.

Policy J.1.1 The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy J.1.2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.

Policy J.1.3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy J.1.4 The right of a property owner to dispose of his or her property through sale or gift.

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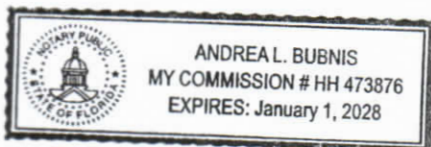
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14th day of August, 2025 A.D.

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Notary Public, State of Florida
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Aug. 14 25-00234F



Staff Report

City Commission Regular Meeting

August 28, 2025



To: City Commission
From: Drew Smith, City Attorney
Meeting Date: August 28, 2025
Item Name: Ordinance 2025-12. An Ordinance by the City Commission of the City of Flagler Beach, Florida, Amending the Code of Ordinances, Creating Section 11-9 Related to Litter and Requiring Owners and Operators of Certain Retail Establishments to Install Adequate Garbage Receptacles for Litter Generated by the Business Activity; Providing for Severability and Providing for an Effective Date (Second [Final] Reading).

Background:

This ordinance was developed at the request of the City Commission at its May 08, 2025, Regular Meeting, in an effort to provide for the availability of receptacles for guests and consumers to deposit litter appropriately. This ordinance passed First Reading with no amendments at the July 10, 2025, City Commission Regular Meeting.

Fiscal Impact:

Although no direct fiscal impact to the City, a Business Impact Estimate has been provided in accordance with State statutes.

Staff Recommendation:

Staff recommends approval of Ordinance 2025-12 (Second [Final] Reading).

Attachments:

1. 2025-12
2. BIS 2025-12 Garbage Receptacles
3. 25-00242F Affidavit

1
2 **ORDINANCE NO. 2025-12**
3

4 **AN ORDINANCE OF THE CITY COMMISSION OF THE**
5 **CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE**
6 **CODE OF ORDINANCES, CREATING SECTION 11-9**
7 **RELATED TO LITTER AND REQUIRING OWNERS AND**
8 **OPERATORS OF CERTAIN RETAIL ESTABLISHMENTS**
9 **TO INSTALL ADEQUATE GARBAGE RECEPTACLES FOR**
10 **LITTER GENERATED BY THE BUSINESS ACTIVITY;**
11 **PROVIDING FOR SEVERABILITY AND PROVIDING FOR**
12 **AN EFFECTIVE DATE.**

13
14 **WHEREAS,** litter is a common problem facing all cities, towns, and counties; and

15
16 **WHEREAS,** litter has an obvious aesthetic impact which can have negative impacts on
17 the quality of life within the community, tourism within the community, and business development
18 within the community;

19
20 **WHEREAS,** beyond the aesthetic impact of litter, litter presents significant
21 environmental impacts to the community as it enters sensitive bodies of water; and

22
23 **WHEREAS,** one of the easiest steps in preventing litter is to ensure the availability of
24 appropriate receptacles for guests and consumers to deposit their litter before it enters the
25 environment; and

26
27 **WHEREAS,** the City Commission finds this Ordinance is in the best interest of the
28 health, safety, and welfare of the City, its residents, businesses, and guests.

29
30 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF**
31 **THE CITY OF FLAGLER BEACH, FLORIDA THAT:**

32
33 **SECTION ONE. Amendment of Code.** Section 11-9 of the Code of Ordinances is created as
34 follows:

35 **Sec. 11-9. – Garbage receptacle availability at retail establishments.**

36 The owner and operator of property used for on-site retail sales of food, drink, or
37 merchandise shall provide enough garbage receptacles for employees and guests to properly
38 dispose of any litter generated as a result of such retail transactions. The owner and operator of
39 property used for on-site retail sales of food, drink, or merchandise shall at all times ensure the
40 property is kept free of litter except such litter as is contained in properly installed receptacles on
41 the property. The repeated observation by the city of litter not properly placed in receptacles or
42 receptacles that are overflowing with litter shall establish a rebuttable presumption that additional
43 garbage receptacles are needed upon the property. Violation of this requirement shall be subject
44 to enforcement action by the city including issuance of a code enforcement notice of violation.

SECTION TWO. Ordinances in Conflict. All ordinances or parts thereof, which may be determined to be in conflict herewith, are hereby repealed and superseded by this Ordinance, to the extent of such conflict.

SECTION THREE. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION FOUR. Codification. It is the intent of the City Commission of the City of Flagler Beach that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal authority in codifying the provisions of this Ordinance.

SECTION FIVE. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED ON FIRST READING THIS _____ DAY OF _____ 2025.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website.

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CREATING SECTION 11-9 RELATED TO LITTER AND REQUIRING OWNERS AND OPERATORS OF CERTAIN RETAIL ESTABLISHMENT TO INSTALL ADEQUATE GARBAGE RECEPTACLES FOR LITTER GENERATED BY THE BUSINESS ACTIVITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is 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 the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance:

Ordinance 2025-05 provides that owners and operators of property used for on-site retail sales of food, drink, or merchandise are responsible for ensuring the property contains enough garbage receptacles for employees and guests to deposit any litter generated as result of such commercial operations.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

The ordinance may have a direct economic impact on certain private, for-profit businesses in the City. Specifically, the ordinance would require any business engaged in on-site retail sales of food, drink, or merchandise without garbage receptacles available to the public to make such receptacles available. Similarly, any such business with an inadequate number of receptacles to handle the litter generated on-site would be required to add additional receptacles. While the economic impact on any business would be a product of existing available receptacles and the amount of litter generated on-site, the City estimates the impact on any business to be less than \$1,000.

3. Good faith estimate of the number of businesses in the City likely to be impacted by the proposed ordinance:

The City estimates approximately 86 businesses may see a financial impact from this ordinance.

Serial Number
25-00242F

Observer

You. Your Neighbors. Your Neighborhood.
Palm CoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Announcement

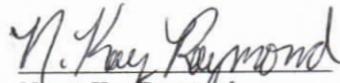
in the matter of August 28th

in the Court, was published in said newspaper by print in the

issues of 8/14/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.


Nancy Kay Raymond

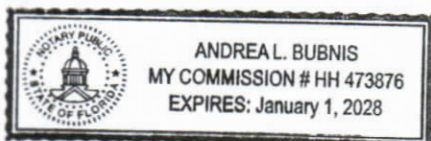
Sworn to and subscribed, and personally appeared by physical presence before me,

14th day of August, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.



Notary Public, State of Florida
(SEAL)



PUBLIC NOTICE

The City of Flagler Beach proposes to adopt the following ordinances entitled:

ORDINANCE 2025-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CREATING SECTION 11-9 RELATED TO LITTER AND REQUIRING OWNERS AND OPERATORS OF CERTAIN RETAIL ESTABLISHMENTS TO INSTALL ADEQUATE GARBAGE RECEPTACLES FOR LITTER GENERATED BY THE BUSINESS ACTIVITY; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Public Hearings will be conducted to consider the amendments as follows:

City Commission: Thursday, August 28, 2025 @ 5:30 p.m. or soon thereafter

The public hearings may be continued to a future date or dates. The times and dates of any continuance of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida. If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

Aug. 14

25-00242F



Staff Report

City Commission Regular Meeting

August 28, 2025



To: City Commission
From: Drew Smith, City Attorney
Meeting Date: August 28, 2025
Item Name: Ordinance 2025-13. An Ordinance of the City of Flagler Beach, Florida, amending the Code of Ordinances related to the safe interaction of people fishing, people swimming, and people walking on the beach; providing for designation of areas of the beach within which surfcasting or other forms of fishing from the shoreline are prohibited; providing for severability; and providing an effective date (First Reading).

Background:

Commissioner Cunningham gained consensus at the June 26, 2025, City Commission Regular Meeting to have Attorney Smith draft an ordinance to provide restricted shore fishing areas in the guarded portion of the beach.

For the draft ordinance, Attorney Smith decided not to make use of the "safe swimming" term to avoid confusion with lifeguards or riptides. The term used instead was "restricted fishing." The ordinance allows the City Commission to establish restricted fishing zones by resolution to allow flexibility. Staff members have given input regarding the best location for the zones. At the Second Reading, staff will bring the resolution to track along with it.

Fiscal Impact:

None.

Staff Recommendation:

Staff recommends approval of Ordinance 2025-13 (First Reading).

Attachments:

1. 2025-13 Restricted Fishing Zones Ord

1
2 **ORDINANCE NO. 2025-13**
3

4 **AN ORDINANCE OF THE CITY OF FLAGLER BEACH,**
5 **FLORIDA, AMENDING THE CODE OF ORDINANCES**
6 **RELATED TO THE SAFE INTERACTION OF PEOPLE**
7 **FISHING, PEOPLE SWIMMING, AND PEOPLE WALKING**
8 **ON THE BEACH; PROVIDING FOR DESIGNATION OF**
9 **AREAS OF THE BEACH WITHIN WHICH SURFCASTING**
10 **OR OTHER FORMS OF FISHING FROM THE SHORELINE**
11 **ARE PROHIBITED; PROVIDING FOR SEVERABILITY;**
12 **AND PROVIDING AN EFFECTIVE DATE.**

13
14 **WHEREAS,** the Atlantic Beach within the City hosts a multitude of recreational
15 activities; and
16

17 **WHEREAS,** some beach activities can be inconsistent with others; and
18

19 **WHEREAS,** shoreline fishing, when conducted in close proximity to those in the ocean
20 or walking the surfline can create hazards due to interaction with hooks and fishing lines; and
21

22 **WHEREAS,** in order to balance the interests between the various beach uses and
23 activities, the City Commission of the City of Flagler Beach finds it necessary and appropriate to
24 adopt this ordinance which creates a mechanism for the City Commission to designate areas along
25 the Atlantic beach within which fishing from the coastline is not allowed; and
26

27 **WHEREAS,** the City recognizes the preemption to the State of regulations related to
28 salt-water fishing; and
29

30 **WHEREAS,** the City Commission does not intend by this ordinance to create any
31 regulations on the methods or means of fishing in the Atlantic Ocean; rather, the City Commission
32 solely intends to designate areas on the beach where swimmers and other beach users know there
33 will not be fishing from the coastline; and
34

35 **WHEREAS,** it is the intention of the City Commission to make fishing restricted areas
36 as limited as necessary to ensure adequate and appropriate space remains for fishing from the
37 coastline.
38

39 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF**
40 **THE CITY OF FLAGLER BEACH, FLORIDA THAT:**

41
42 **SECTION ONE. Amendment of Code.** Section 6-12 of the Code of Ordinances is created as
43 follows:

44 **Sec. 6-12. – Restricted Fishing Zones.**

45 The City Commission may create by resolution “restricted fishing zones” within the
46 boundaries of which fishing from the shoreline shall be prohibited. The City Commission shall
47 designate the boundaries of such zones by resolution and, upon creation, shall cause to be erected
48 appropriate signage at the boundaries of the restricted fishing zone to alert the public that shoreline
49 fishing is not allowed in the designated area. Restricted fishing zones may be enforced by any
50 lawful means, including but not limited to issuance of a citation in accordance with Division 3 of
51 this Code of Ordinances.

52
53 **SECTION TWO. Ordinances in Conflict.** All ordinances or parts thereof, which may be
54 determined to be in conflict herewith, are hereby repealed and superseded by this Ordinance, to
55 the extent of such conflict.

56 **SECTION THREE. Severability.** If any section, sentence, phrase, word or portion of this
57 Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not
58 be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase,
59 word or portion of this Ordinance not otherwise determined to be invalid, unlawful or
60 unconstitutional.

61 **SECTION FOUR. Codification.** It is the intent of the City Commission of the City of Flagler
62 Beach that the provisions of this Ordinance shall be codified. The codifier is granted broad and
63 liberal authority in codifying the provisions of this Ordinance.

64 **SECTION FIVE. Effective Date.** This Ordinance shall become effective immediately upon its
65 passage and adoption.

66 PASSED ON FIRST READING THIS _____ DAY OF _____ 2025.

67
68 PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

69
70 CITY OF FLAGLER BEACH, FLORIDA
71 CITY COMMISSION
72

73
74 _____
Pattie King, Mayor

75 ATTEST:

76
77 _____
78 Penny Overstreet, City Clerk



Staff Report

City Commission Regular Meeting

August 28, 2025



To: City Commission
From: Penny Overstreet
Meeting Date: August 28, 2025
Item Name: Ordinance 2025-14. An Ordinance of the City of Flagler Beach, Florida, amending Chapter 6, Beaches and Recreation, Section 6-41, "Use Charges," Chapter 5, Animals, deleting Section 5-6 "Requirements for Registering/Licensing of Animals", amending Section 5-19, "Fees", amending Chapter 3, Alcoholic Beverages, Section 3-19 "Permit for Nonprofit Organization; Application; Approval," amending Chapter 16, Sales, Article II, Canvassers and Solicitors, Section 16-18, "Application; Fee," Section 16-19, "Investigation of Issuance," deleting Section 16-20, "Surety Bond," amending Section 16-24, "Inapplicability of Sections 16-18 through 16-20 to Designated Persons," amending Chapter 19 Traffic and Motor Vehicles, Section 19-55 "Enforcement" and amending Chapter 22, Watercraft and Waterways; Article II, Bulkheads; Division 3, Intracoastal Waterway, Section 22-52 "Building Permit, Fee," of the Code of Ordinances; amending sections of the code that are no longer applicable; providing for conflicts; providing for severability; and providing for an effective date (First Reading).

Background:

The amendments in this ordinance relate to items that are no longer applicable or amendments were approved that change the process. The following are the amendments and the cause to amend.

- Section 6-41 Use Charges (Line 33–41) The fees for rental of the Wickline Center rooms are amended to remove the fee for the single classroom or lobby as these spaces are now or soon will be occupied by staff. The rates for the Senior Center (Great room) are included in Resolution 2025-65 (on this agenda for consideration).
- Section 5-6 Requirements for Registration of Animals (line 45–58) The requirement to register and purchase an animal license for pets ended last year at the direction of the City Commission.
- Section 5-19 Fees (Line 62–114) This amendment removes the registration fee, replacement tag fee, and the penalty for not registering.
- Section 3-19 Permit for Non-Profit Organization; application; approval (Line 122–140). This section refers to the Building Official and should refer to the Planner. A non-profit

organization wanting to dispense liquor would apply for a temporary license from the Department of Alcohol, Tobacco and Firearms. That application requires zoning approval by the local government's Planner.

- Section 16-18. Application; fee (Line 149–196) This section pertains to the issuance of door-to-door solicitation permits. The process in how background checks are performed has changed. The checks were previously performed by our Police Department. Legislation regulating how the Police can access information in the Driver & Vehicle Information Database (DAVID) limited information and lengthened the turnaround time to complete the background check. The City now utilizes the same company who performs new hire background screening for these applications. Fingerprints are no longer required, the fee is increased to cover the cost of the background checks, and is also included in Resolution 2025-65 and the responsibility to approve is removed from the police.
- Section 16-20 Surety Bond and 16-24 (Line 200–218) This also applies to the issuance of a Door-to-Door Solicitation license. Removing the requirement to provide a surety bond.
- Section 19-55 Enforcement (Line 222–228) Removes the requirement for the Clerk to maintain a truck route map.
- Section 22-52 Building Permit, fee (line 237–247) Removing old code that required a resident to pay the City Clerk \$5.00 for the construction of 100 feet of bulk head.

Fiscal Impact:

There is a cost to advertise and codify this ordinance. The City Clerk budgets annually to cover these expenses.

Staff Recommendation:

City staff recommends approval of Ordinance 2025-14 (First Reading).

Attachments:

1. 2025-14

ORDINANCE NO. 2025-14

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 6, BEACHES AND RECREATION, SECTION 6-41, "USE CHARGES," CHAPTER 5, ANIMALS, DELETING SECTION 5-6 "REQUIREMENTS FOR REGISTERING/LICENSING OF ANIMALS", AMENDING SECTION 5-19, "FEES", AMENDING CHAPTER 3, ALCOHOLIC BEVERAGES, SECTION 3-19 "PERMIT FOR NONPROFIT ORGANIZATION; APPLICATION; APPROVAL," AMENDING CHAPTER 16, SALES, ARTICLE II, CANVASSERS AND SOLICITORS, SECTION 16-18, "APPLICATION; FEE," SECTION 16-19, "INVESTIGATION OF ISSUANCE," DELETING SECTION 16-20, "SURETY BOND," AMENDING SECTION 16-24, "INAPPLICABILITY OF SECTIONS 16-18 THROUGH 16-20 TO DESIGNATED PERSONS," AMENDING CHAPTER 19 TRAFFIC AND MOTOR VEHICLES, SECTION 19-55 "ENFORCEMENT" AND AMENDING CHAPTER 22, WATERCRAFT AND WATERWAYS; ARTICLE II, BULKHEADS; DIVISION 3, INTRACOASTAL WATERWAY, SECTION 22-52 "BUILDING PERMIT, FEE," OF THE CODE OF ORDINANCES; AMENDING SECTIONS OF THE CODE THAT ARE NO LONGER APPLICABLE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, periodic review of Code of Ordinance reveals sections of the code that are no longer relevant; and

WHEREAS, the City finds it necessary to amend the code for various reasons including consistency with direction from the Commission, streamlining of the administrative processes and applicability of codified regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA THAT:

SECTION ONE. Amendment of Code. Chapter 6 - Beaches and Recreation; Article III Wickline Center; Section 6-41., "Use Charges," of the Code of Ordinances is Amended as follows (Note: underline text indicates additions, ~~strikethrough~~ text indicates deletions).

Sec. 6-41. – Use Charges.

Sec. 6-41. Use charges.

A€ Charges for the use of the Moody-Wickline Cultural Center, is hereby established to be as follows shall be adopted by Resolution:

		"Great Room" (largest room)	Single Classroom or Lobby
(1)	Rental fee for one time use except for the groups described in 4, 5 & 6.	\$40.00 per hr. or \$160.00 per day (8 hr. max.)	\$10.00 per hr. or \$40.00 per day (8 hr. max.)

(2)	When used by a nonprofit organization.	\$15.00 per hr.	\$5.00 per hr.
(3)	Nonprofit organization that charges a fee or admission	\$20.00 per hr.	\$15.00 per hr.
(4)	Flagler Beach Community Service Organizations	No Charge	No Charge
(5)	Any group conducting City of Flagler Beach businesses	No Charge	No Charge
(6)	School Board of Flagler County	No charge, determined by Agreement with County	No charge, determined by Agreement with County

For the purpose of this section, a nonprofit organization is a 501(c)3 entity and must provide proof of such designation; an organization that charges a fee or admission is any organization or group of people, other than a 501(c)3 entity, that individuals must pay a fee to participate; and a Flagler Beach Service Organization will be determined by the city.

* * *

SECTION TWO. Amendment of Code. Chapter 5- Animals; Section 5-6., "Requirements for registration/licensing of animals," of the Code of Ordinances is Amended as follows (Note: underline text indicates additions, strikethrough text indicates deletions).

Sec. 5-6. — Requirements for registration/licensing of animals.

(a) ~~Registration/licensing requirements.~~ Every dog or cat over four (4) months of age that remains in the city for more than thirty (30) days shall be registered/licensed. Registration/licensing of each animal shall include the owner's name, address, telephone number, emergency contact and veterinarian/vaccination information. A registration/license must be obtained from city hall or a source participating with the city by showing a valid rabies vaccination certificate.

(b) ~~Duration.~~ Each registration/license is valid for one (1) fiscal year (October 1 to September 30) regardless of the type of rabies vaccination that was administered. Owners are required to provide notice of any change in information within twenty (20) days of such change.

(c) ~~Replacement registration/license/tag.~~ In the event of loss or destruction of a valid registration/license tag, the owner of the dog or cat shall obtain a replacement registration/license.

* * *

SECTION THREE. Amendment of Code. Chapter 5- Animals; Section 5-19., "Fees," of the Code of Ordinances is Amended as follows (Note: underline text indicates additions, strikethrough text indicates deletions).

Sec. 5-19. Fees.

(a) The following schedule of civil penalties is hereby set and shall appear on citations issued by animal control/services officers, law enforcement officers, or code enforcement officers to any person who commits any infraction. (The amounts shown in parentheses indicate the sequence of fines to be imposed for uncontested first, second, third, and fourth offenses, respectively):

(1) Interference with an animal control/services officer or law enforcement officer (\$103.00, \$203.00, \$303.00, \$403.00).

(2) Animal running at large (\$50.00, \$103.00, \$203.00, \$303.00).

(3) Animal creating a nuisance (\$50.00, \$103.00, \$203.00, \$303.00). ;

(4) Failure to restrain animal in an open vehicle (\$50.00, \$103.00, \$203.00, \$303.00).

~~(5) Failure to registration/license animal (\$50.00, \$103.00, \$203.00, \$303.00).~~

(6) Failure to vaccinate animal (\$50.00, \$103.00, \$203.00, \$303.00).

(7) Animal not wearing rabies vaccination tag (\$50.00, \$103.00, \$203.00, \$303.00).

(8) Failure to confine dog/cat in heat (\$50.00, \$103.00, \$203.00, \$303.00).

(9) Failure to remove dog waste (\$50.00, \$103.00, \$203.00, \$303.00).

(10) Cruelty to animal (\$103.00, \$203.00, \$303.00, \$403.00).

(11) Failure to register dangerous dog (\$103.00, \$203.00, \$303.00, \$403.00).

(12) Failure to confine, restrain or maintain dangerous dog (\$403.00).

(13) Failure to maintain quarantine (\$403.00).

(14) In excess of four (4) animals per residence (\$103.00, \$203.00, \$303.00, \$403.00).

(15) Use of residence for commercial gain or breeding purposes (\$103.00, \$203.00, \$303.00, \$403.00).

In the event that such person contests the citation issued him or her, the fine will be set by the court in an amount not exceeding the statutory limits plus any costs the court may impose.

(b) The following is a schedule of fees associated with this chapter.

~~(1) Registration/license/tag \$ 7.00~~

~~(2) Replacement registration/license/tag 5.00~~

(3) Apprehension fee 53.00

(4) Care, feeding and maintenance per day 20.00

(5) Fees for micro chipping 20.00

(Micro chipping may be performed by Flagler County Humane Society, a veterinarian or any other qualified organization. Agreed portion of fees will be returned to the city.

(6) Dogs in prohibited areas on the beach:

a. Minimum penalty for first offense_50.00

b. Minimum penalty for subsequent violations_103.00

In the event the minimum penalty is not paid within the time specified in the citation, then such violation shall be construed as a subsequent violation of these provisions. Any subsequent violation under the terms hereof shall be subject to a fine in an amount not less than one hundred three dollars (\$103.00), and not to exceed five hundred three dollars (\$503.00) or imprisonment in the county jail for a period not to exceed sixty (60) days, or both such fine and imprisonment.

(7) The annual fee charged to owners for issuance of certificates of registration for dogs classified as dangerous shall be as follows:

a. One hundred twenty-eight dollars (\$128.00) for a dog that has aggressively bitten, attacked, endangered, or has severely injured a human being.

b. Fifty-three dollars (\$53.00) for a dog that has more than once, severely injured or killed a domestic animal while off the owner's property.

c. Twenty-eight dollars (\$28.00) for a dog that has, when unprovoked, chased or approached a person upon the streets, sidewalks, or public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one (1) or more persons and dutifully investigated by the appropriate authority.

All fees shall be paid to the city. The fees can be paid by mail or in person at city hall.

* * *

SECTION FOUR. Amendment of the Code. Chapter 3 - Alcoholic Beverages; Article II. - Public Consumption; Section 3-19., "Permit for nonprofit organization; application; approval," of the Code of Ordinances is Amended as follows (Note: underline text indicates additions, strikethrough text indicates deletions).

Sec. 3-19. Permit for nonprofit organization; application; approval.

(a) Any duly recognized, bona fide nonprofit civic or service organization desiring to sell or dispense alcoholic or intoxicating beverages for drinking or consumption on any of the places set out in section 3-18 shall apply for a permit for same and shall fill out with the ~~building~~ planning and zoning official of the city an application which shall be sworn to and shall state:

(1) The name of the organization requesting permission;

(2) The name, address and telephone number of the organized and responsible head of such organization;

(3) The name, address and telephone number of the person who will be the chairman of the activity and who will be responsible for its conduct;

(4) The park, recreation area or facility for which such permit is desired;

(5) The date, hour of commencement and of termination;

(6) Any other pertinent information deemed necessary by the building planning and zoning official.

(b) The building planning and zoning official shall place the application for consideration at the next regular ~~or special~~ meeting of the city commission. It shall be the duty of the city commission at such meeting to either approve or disapprove such application as aforesaid, or to approve the application with qualifications that shall be endorsed upon the permit, and at all events such approval shall be specifically conditioned upon the applicant obtaining the applicable state beverage license and shall clearly set out the days, times and location of the activity for which the permit is granted.

* * *

SECTION FIVE. Amendment of the Code. Chapter 16 – Sales; Article II Canvassers and Solicitors; Section 16-18. “Same -Application; Fee.” Section 16-19. “Same – Investigation and Issuance.” Section 16-20. “Surety Bond.” Section 16-24. “Inapplicability of Section 16-18 through 16-20 to designated persons.” of the Code of Ordinances is Amended as follows (Note: underline text indicates additions, strikethrough text indicates deletions).

Sec. 16-18. Same—Application; fee.

(a) Applicants for permits under this article must file with the city clerk a sworn application in writing, ~~in duplicate~~, on a form to be furnished by the city clerk, which shall give the following information:

(1) Name and description of the applicant;

(2) Permanent home address and full local address of the applicant; address of applicant for past five (5) years;

(3) A brief description of the nature of the business and the goods to be sold;

(4) If employed, the name and address of the employer, together with credentials establishing the exact relationship;

(5) The length of time for which the right to do business is desired;

(6) The place where the goods or property proposed to be sold, or orders taken for the sale thereof, are manufactured or produced, where such goods or products are located at the time the application is filed, and the proposed method of delivery;

- (7) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of filing of the application, which picture shall be two (2) inches by two (2) inches showing the head and shoulders of the applicant in a clear and distinguishing manner;
- (8) The fingerprints of the applicant and the names of at least two (2) reliable residents of the county who will certify as to the applicant's good character and business respectability, or, in lieu of the names of references, such other available evidence as to the good character and business responsibility of the applicant as will enable an investigator to properly evaluate such character and business responsibility; and
- (9) A statement as to whether or not the applicant has been convicted of any crime, the nature of the offense and the punishment or penalty assessed therefor, the city reserves the right to refuse to permit a licensee to conduct an illegal activity.
- (b) After an application has been approved and a permit issued, a fee equivalent to the City of Flagler Beach's business tax for seasonal vendors and said fee shall be paid to the city clerk to cover the cost of investigation of the facts stated therein.

Sec. 16-19. Same—Investigation and issuance.

- (a) Upon receipt of such application, the original shall be referred to the ~~chief of police~~ the city's background screening company, who shall cause such investigation of the applicant's business and moral character to be made as ~~he deems~~ deemed necessary for the protection of the public good.
- (b) If, as a result of such investigation, the applicant's character or business responsibility is found to be unsatisfactory, the ~~chief of police~~ city clerk shall endorse on such application his/her disapproval and his/her reasons for the same, ~~and return the application to the clerk~~, who shall notify the applicant that his application is disapproved and that no permit or license will be issued.
- (c) If, as a result of such investigation, the character and business responsibility of the applicant are found to be satisfactory, the ~~chief of police~~ city clerk shall endorse on the application his/her approval, execute a permit addressed to the applicant for the carrying on of the business applied for and ~~return the permit, along with application to the city auditor and clerk, who shall upon~~ payment of the prescribed license fee as authorized under the general licensing ordinance, deliver to the applicant his/her permit and issue a license. Such license shall contain the signature ~~and seal of the issuing officer~~ of the city clerk and shall show the name, address and photograph of the licensee, the class of license issued and the kind of goods to be sold thereunder, the amount of fee paid, the date of issuance and the length of time the same shall be operative, as well as the license number and other identifying description of any vehicle used in such soliciting or canvassing. The city clerk shall keep a permanent record of all licenses and provide copies to the chief of police upon issuance.
- (d) The city reserves the right to refuse to permit a license to conduct an illegal activity.

* * *

Sec. 16-20. Surety bond.

~~Every applicant, not a resident of the city, or who being a resident of the city represents a firm whose principal place of business is located outside the state, shall file with the city clerk a surety bond, to be in effect not less than one (1) year, running to the city in the amount of five hundred~~

dollars (\$500.00) with surety acceptable to and approved by the city clerk conditioned that the applicant shall comply fully with all the provisions of the ordinances of the city, and the statutes of the state, regulating and concerning the business of solicitor or canvasser and guaranteeing to any citizen of the city that all money paid as a down payment will be accounted for and applied according to the representations of the solicitor or canvasser and further guaranteeing to any citizen of the city doing business with the solicitor, that the property purchased will be delivered according to the representations of the solicitor or canvasser. Action on such bond may be brought in the name of the city to the use or benefit of the aggrieved person.

* * *

Sec 16-24. Inapplicability of sections 16-18 through 16-20 to designated persons.

The provisions of section 16-18 relating to application for permits, and section 16-19 relating to investigation and issuance of permit or license, ~~and section 16-20 relating to bond~~ shall not be applicable to a resident or organization of the city, except as otherwise provided in this article.

* * *

SECTION SIX. Amendment of the Code. Chapter 19 – Traffic and Motor Vehicles; Article III Truck Routes; Section 19-55."Enforcement." of the Code of Ordinances is Amended as follows (Note: underline text indicates additions, strikethrough text indicates deletions).

Sec. 19-55. Enforcement.

(a) ~~Clerk maintains maps.~~ The city clerk shall keep and maintain accurate maps setting out truck routes and streets upon which truck traffic is permitted; the maps shall be kept on file in the office of the city clerk and shall be available to the public.

(b) *Police department maintains signs.* The police department of the city shall cause all truck routes and those streets upon which truck traffic is prohibited to be clearly sign-posted to give notice that this article is in effect. No person shall be charged with violating the provisions of this article by reason of operating a truck upon a street wherein truck travel is prohibited unless appropriate signs are posted on such street.

* * *

SECTION SEVEN. Amendment of the Code. Chapter 22 – Watercraft and Waterways; Article II – Bulkheads; Division 3 Intracoastal Waterway; Section 22-52. "Building Permit, Fee."

Sec. 22-52. - Building permit, fee.

Any person desiring to construct a bulkhead on and along the bulkhead line within the city shall first file plans for the construction with the ~~city clerk~~ City Planner and show satisfactory compliance with all laws and regulations of the state and the federal government for the construction, the location of the proposed construction, and compliance with all requirements of the proposed construction, and compliance with all requirements of this division and, thereupon, the city clerk shall issue a building permit for the construction of the bulkhead, ~~charging the person so constructing the bulkhead the sum of five dollars (\$5.00) for the first one hundred (100) feet or any portion thereof, and two dollars (\$2.00) for each additional one hundred (100) feet or any portion thereof.~~

* * *

SECTION EIGHT. Ordinances in Conflict. All ordinances or parts thereof, which may be determined to be in conflict herewith, are hereby repealed and superseded by this Ordinance, to the extent of such conflict.

SECTION NINE. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION TEN. Codification. It is the intent of the City Commission of the City of Flagler Beach that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal authority in codifying the provisions of this Ordinance.

SECTION ELEVEN. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED ON FIRST READING THIS _____ DAY OF AUGUST 2025.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Pattie King, Mayor

ATTEST:

Penny Overstreet, City Clerk



Staff Report

City Commission Regular Meeting

August 28, 2025



To: City Commission
From: Penny Overstreet, City Clerk
Meeting Date: August 28, 2025
Item Name: Ordinance 2025-15. An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending the City Charter Sections 7.05(b) Runoff and 7.02(a) Qualifying; modifying the runoff election date and qualifying period for the 2026 General Municipal Election and in each subsequent year except for those years that are multiples of four (4) to a period that is in harmony with the Statutory Vote-By-Mail requirements imposed on the Supervisor of Elections; providing for severability; providing for conflicts; providing for codification; and providing an effective date (First Reading).

Background:

The City Clerk was notified by the Supervisor of Elections Office that the deadline for the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) to mail ballots overseas is January 17, 2026. This conflicts with the City's qualifying period. The Charter requires regular qualifying to begin the day after the first meeting in January and continue for 5 business days, putting the City's qualifying opening on January 9th and ending on the 15th. These dates do not allow enough time for the Election Office to get the ballots printed and postmarked by the 17th. A workaround for this issue is to hold a special meeting on January 5th, which is a Monday, and the regular qualifying will end at 5:00 pm on January 12th. This solution would only apply to the 2026 qualifying period, and would continue to be an issue going forward, as the UOCAVA rule is that overseas ballots for the military have to be mailed 45 days in advance of an election.

The second issue is Section 7.05 (b) of the Charter regarding run-off elections. Our charter says In the event of a tie, the run-off elections shall be no later than 35 days after the election. This would not meet the UOCAVA rules.

After seeking advice from Attorney Smith, he advised Sections 166.021(4) and 100.3605, Florida Statutes, allow cities to amend their charters by ordinance to change the dates for qualifying and for election of members and provide for the orderly transition of office resulting from such date changes. Therefore, the Commission can adopt language via an ordinance, without having to go to a referendum to align with the compliance deadlines established by Florida Statutes and Florida Election Code Chapter 97-106.

The adoption of this ordinance will resolve the qualifying and run-off scheduling issues and bring compliance.

Fiscal Impact:

There is a cost to codify and the required legal advertisement for the second reading of this ordinance. However, these costs are budgeted in the City Clerk's department annually.

Staff Recommendation:

City staff recommends approval of the Ordinance (First Reading).

Attachments:

1. 2025-15

1
2
3 **ORDINANCE 2025-15**
4

5 **AN ORDINANCE OF THE CITY COMMISSION OF THE**
6 **CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE**
7 **CITY CHARTER SECTIONS 7.05(b) RUN-OFF AND 7.02 (a)**
8 **QUALIFYING; MODIFIYNG THE RUN-OFF ELECTION**
9 **DATE AND QUALIFICATION PERIOD FOR THE 2026**
10 **GENERAL MUNICIPAL ELECTION AND IN EACH**
11 **SUBSEQUENT YEAR EXCEPT FOR THOSE YEARS THAT**
12 **ARE MULTIPLE OF FOUR (4), TO A PERIOD THAT IS IN**
13 **HARMONY WITH THE STAUTORY VOTE-BY-MAIL**
14 **REQUIREMENTS IMPOSED ON THE SUPERVISOR OF**
15 **ELECTIONS; PROVIDING FOR SEVERABILITY;**
16 **PROVIDING FOR CONFLICTS; PROVIDING FOR**
17 **CODIFICATION; AND PROVIDING FOR AN EFFECTIVE**
18 **DATE.**
19

20 **WHEREAS**, the City of Flagler Beach Charter Sec. 7.05(b) Run-off establishes the
21 date for a run-off election as no later than the 35th day after the city election and Sec. 7.02(a)
22 – Qualifying; establishes the candidate qualifying period to be no sooner than 5:00 p.m. EST
23 on the 47th day prior to the general election; and.
24

25 **WHEREAS**, the Supervisor of Elections finds that due to procedural processes, deadlines
26 and statutory requirements a run-off city election date of anything less than five (5) weeks after
27 the general city election is not possible; and
28

29 **WHEREAS**, pursuant to Florida Statutes 101.62(3)(a) the Supervisor of Elections
30 must send vote-by-mail ballots to absent stateside and overseas military, and overseas citizens
31 no later than 45 days before each election and under the current charter Sec. 7.02(a) the
32 qualifying period would conclude on the 47th day, resulting in non-compliance with Florida
33 Statute; and
34

35 **WHEREAS**, the City of Flagler Beach finds it to be in the best interest of its citizen
36 taxpayers to pursue the substantial cost savings to be achieved by modifying its run-off
37 election date and municipal election qualifying period to align with the compliance deadlines
38 established by Florida Statutes and Florida Election Code Chapter 97 -106; and
39

40 **WHEREAS**, Sections 166.021(4) and 100.3605, *Florida Statutes*, allow cities to
41 amend their charters by ordinance to change the dates for qualifying and for election of
42 members and provide to the orderly transition of office resulting from such date changes; and
43

44 **WHEREAS**, it is in the best interests of the citizens of Flagler Beach to modify the
45 date of the run-off election and the qualification period of candidates for Mayor or City
46 Commission to a period that is in harmony with the Florida Statutes and Florida Election
47 Code.
48

49 **NOTE:** Underlined words constitute additions to the City of Flagler Beach Charter,

~~strike through~~ constitutes deletions from the City of Flagler Beach Charter.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH FLORIDA:

SECTION 1: The recitals set forth above are hereby adopted as findings of the City Commission of the City of Flagler Beach, Florida.

SECTION 2: Sections 7.02(a) and 7.05(b) of the City of Flagler Beach Charter are amended as follows:

Section 7.02. Qualifying.

- (a) ~~At the first Commission Meeting in January the Mayor shall read the election proclamation.~~
The candidate qualifying period shall be set by the City Clerk subject to ratification and approval by the Commission by resolution. Candidate qualifying shall begin at 9:00 a.m. on the the following business day set by resolution and continue for the next five (5) business days, except when a presidential preference primary occurs, the qualifying period shall be set by the City Commission. Any candidate wishing to qualify using the petition process, must collect the required signatures prior to the qualifying period in accordance with F.S. § 99.095.
- (b) Candidates for the Office of City Commissioner or Mayor shall be a registered voter in Flagler Beach and shall have resided within the corporate limits of the City for at least one (1) year prior to the date of qualification.
- (c) To be considered qualified for the election, candidates shall appear in person before the City Clerk during regular business hours at City Hall;
- produce the original notice of obtaining ballot position pursuant to F.S. § 99.095 or pay a qualification fee in an amount equal to six percent (6%) of the annual salary of the position to which said person seeks election; pay an additional one percent (1%) of the annual salary of the position for the state election assessment, pursuant to F.S. § 99.093;
 - pay any other fees as set by law, and fill out qualification material as required by the City Clerk, the Supervisor of Elections or by law.
- (d) For any special election the City Commission shall set the qualifying period by resolution.

* * *

Section 7.05. Schedule and notice of elections.

- (a) *General Election.* The general election for the City shall be held on the first Tuesday after the first Monday in March of each year, except if a presidential preference primary occurs, the election shall be held on that Tuesday. The candidates receiving the highest number of votes shall be declared the winner. Since terms for elected officials are staggered so that no more than two (2) Commission seats are on the ballot at any one time, the Mayor and one (1) Commissioner shall be placed on the ballot in one year; two (2) Commissioners in the next year and two (2) Commissioners in the following year. Nothing herein shall alter the terms of Commission Members presently holding office. All notice requirements, as set forth in (d) shall apply to the general election.

- (b) *Run off.* In the event of a tie vote for any seat in the general election or special election, a run off election of the tied candidates shall be held for that seat ~~no later than the 35th day after the election~~ in accordance with the date provided by the Flagler County Supervisor of Elections and set by resolution of the Commission. All notice requirements, as set forth in (d) shall apply to run off elections. In the event the run-off election ends in a tie, state statute shall apply.
- (c) *Special election.* The City Commission by resolution shall fix the date and qualifying period for a special election. All notice requirements, as set forth in (d) shall also apply to special elections.
- (d) *Notices.* At least thirty (30) days' notice, exclusive of the day of publication and the day of election, shall be given for all elections held pursuant to this Charter. The notice shall be given by publication in a newspaper of general circulation in the City of Flagler Beach and made once in the fifth week and once in the third week prior to the week in which the election or referendum is to be held, notices shall be provided as by state law.

SECTION 3: Conflicts. All ordinances or parts thereof in conflict herewith are and the same are hereby repealed.

SECTION 4: Severability. If any section, paragraph, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 5: Codification. The provisions of this Ordinance shall be codified as and become and be made a part of the *Charter of the City of Flagler Beach*. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance," or similar words, may be changed to "Section," "Article," or other appropriate word. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 6: This Ordinance shall take effect immediately upon its adoption.

PASSED FIRST READING this 28th day of August 2025.

ADOPTED by the City Commission of the City of Flagler Beach, Florida, this _____ day of September 2025.

CITY OF FLAGLER BEACH, FLORIDA

Patti King, Mayor

ATTEST:

APPROVED AS TO FORM:

Penny Overstreet
City Clerk

D. Andrew Smith, III
City Attorney



Staff Report

City Commission Regular Meeting

August 28, 2025



To: City Commission
From: Penny Overstreet
Meeting Date: August 28, 2025
Item Name: City Clerk

Background:

We have the opportunity to change our election schedule to follow the County's schedule. Palm Coast changed to follow the County's election cycle a few years ago. Flagler Beach currently foots the bill for the entire election when Bunnell or Beverly Beach have no candidates on the ballot in a presidential preference election year. With laws requiring English and Spanish sample ballots to be mailed and the early voting drop boxes required to be manned, the costs of Flagler Beach elections have increased. Additionally, the request for early voting ballots has increased, and the City is billed for the mailing costs. In this scenario, the election cost is close to \$17,000 each year (a potential \$68k cost savings over 4 years). I have attached the Palm Coast Ordinance with its charter amendments to make the change.

The change would result in four-year terms for elected officials. Terms will shorten and lengthen during the transition period.

A change to the County cycle is a good option because cost savings are notable. Instead of budgeting \$14,000 to \$18,000 per year, no cost would be anticipated unless the City had Charter amendments requiring another ballot page. Those costs would be minimal and attributed to additional printing and mailing costs. Additional mailings would be for the registered voters that reside in Ocean Palm South - the portion of the City that is physically located in Volusia County. Another benefit for your constituents is, by aligning with the County election schedule, the City would be able to participate in early voting. Currently, the City does not participate in early voting due to its additional costs.

This item would be a referendum ballot item, and requires the Commission to adopt an ordinance and submit it before the 2026 Election Regular Qualifying closes to be included on the March 3, 2026, Municipal Election ballot.

Fiscal Impact:

There would be an increase in cost for the 2026 Election for the additional ballot items. The cost may be a wash. It will depend on if it pushes the ballot to two pages.

Staff Recommendation:

Staff are requesting the Commission to provide direction: take no action or direct Attorney Smith to draft an ordinance for your consideration.

Attachments:

1. doc01474120250821133202

ORDINANCE NO. 2011- 3

AN ORDINANCE 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 AT THE CITY OF PALM COAST MUNICIPAL ELECTION TO BE HELD IN 2011; PROVIDING FOR A REVISION TO SECTION 8, ELECTIONS, SUBSECTIONS (3) QUALIFYING FOR OFFICE AND (4) SCHEDULE FOR REGULAR ELECTIONS AND PRIMARIES; PROVIDING BALLOT TITLE, SUMMARY AND TEXT FOR THE PROPOSED AMENDMENTS; PROVIDING FOR THE CALL OF A REFERENDUM ELECTION; PROVIDING FOR DIRECTION TO THE CITY CLERK; PROVIDING FOR ADJUSTMENT OF INCUMBENTS' TERMS; PROVIDING FOR CONFLICTS, SEVERABILITY; AND AN EFFECTIVE DATE FOR APPROVED AMENDMENTS; PROVIDING FOR CODIFICATION AND EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, the current City Charter, Section 8, Elections, Subsection (4), Schedule for Regular Elections and Primaries provides that City elections are to be held in odd-numbered years; that if there are more than two candidates for a City Council Election, then a primary City election is to be held on the first Tuesday after the second Monday in September, in odd-numbered years; thereafter the general City elections are held in the corresponding November of each odd-numbered year; and

WHEREAS, the current City Charter Section 8, Subsection (3), similarly provides that qualifying for elections are also to be held in odd numbered years; and

WHEREAS, State and Federal elections are held in even-numbered years; and

WHEREAS, the City Council of the City of Palm Coast finds that it is in the best interest of the voters and the electorate within the City of Palm Coast to amend the City Charter to have primary and general City elections correspond to the scheduling of State and Federal elections for financial savings and for the convenience of the election process; and

WHEREAS, Section 166.031, Fla. Stat., 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, except that part describing the boundaries of such municipality; and

WHEREAS, the City Council of the City of Palm Coast finds it to be in the best interest

of its citizens to submit said proposed Charter amendments to the voters at the primary City election to be held this September, 2011, or at the general City election this November, if there is no primary election.

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

SECTION 1. Referendum Election. The City Council of the City of Palm Coast, Florida, pursuant to Section 166.031 Florida Statutes, hereby proposes and approves amendments to the Charter of the City of Palm Coast, which proposed amendments and complete text thereof, as amended, are set forth in Section 2 below. The text of the amendments reflect the proposed changes by showing additions with underlining and deletions with ~~strike through~~ type. Such election shall be held in conformity with the laws of the State of Florida. The Supervisor of Elections of Flagler County is hereby requested to coordinate all matters of said referendum election with the City Clerk. The proposed Charter amendments shall be submitted to the voters at the primary City election to be held on the first Tuesday after the second Monday in September, 2011; and should there not be a primary City election, then this Referendum Election shall be held at the general City election to be held on the first Tuesday after the first Monday in November, 2011.

SECTION 2. Amendments to City Charter, Section 8, Elections, Subsection (3), Qualifying for Office and Subsection (4), Schedule for Regular Elections and Primaries.
The ballot title, question and proposed Charter change is as follows:

City Charter Amendment:

**AMEND DATES FOR GENERAL AND PRIMARY CITY ELECTIONS TO
CORRESPOND WITH STATE ELECTIONS:**

In order to provide savings in the cost to conduct City elections and enhance voter turnout, should the Charter be amended to schedule regular elections to correspond with State elections and primaries, to be held in even-numbered years; and to reschedule candidate qualifying accordingly?

Yes _____

No _____

Section 8, Elections.

(3) *Qualifying for Office:*

Any person who wishes to become a candidate for a City elective office shall qualify with the city Clerk no sooner than 45 calendar days nor later than 35

ORDINANCE 2011- 3
Page 2 of 4

calendar days prior to the second Tuesday in September of each ~~odd-numbered~~ even-numbered year. In addition, candidates shall qualify as provided in paragraph (1)(b) of section 5.

(4) *Schedule for Regular Elections and Primaries:*

The regular City election shall be the first Tuesday after the first Monday in November of each ~~odd-numbered~~ 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 on the first Tuesday after the second Monday in September.

SECTION 3. The City Clerk is hereby directed to ensure that all advertising, translation and notice requirements are complied with and to coordinate all activities necessary to conduct the referendum election called in Section 1 of this Ordinance with the Supervisor of Elections for Flagler County.

SECTION 4. The proposed amendment, the ballot title and the wording of the substance of the proposed amendment to the Charter, as contained in this Ordinance, shall appear on the ballot in the form of a question as set forth in Section 2 of this Ordinance.

SECTION 5. Transition Assuming Approval, by Referendum, of Amendment to Section 8, Elections, (4), Schedule for Regular Elections and Primaries, of the Charter.

(A) Pursuant to Section 5 of the City Charter, the Mayor and the Council members to be elected from Districts One and Three, shall stand for this election year, 2011. Pursuant to Section 5 of the City Charter, their terms are four (4) years which would thereby expire in 2015. The next City election thereafter, pursuant to the City Charter, if amended hereby by the voters of the City of Palm Coast, shall be held in 2016. The City Council of the City of Palm Coast hereby extends the terms of the Mayor and the Council members to be elected from Districts 1 and 3 in the City election, this year, 2011, until the City election to be held in the year of 2016, should the City voters approve this proposed Referendum.

(B) Pursuant to Section 5 of the City Charter, the Council members', elected from Districts 2 and 4 in 2009, terms are four years expiring in 2013. The City election thereafter for Districts 2 and 4, pursuant to the City Charter, if amended hereby by the voters of the City of Palm Coast, shall be held in 2014. The City Council of the City of Palm Coast hereby extends the terms of the Council members elected from Districts 2 and 4 in the 2009 City election, until the City election to be held in the year of 2014, should the City voters approve this proposed Referendum.

SECTION 6. Codification. It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; that the word, Ordinance may be changed to "Section", "Article", or other appropriate word.

SECTION 7. Conflicts. All Ordinances and Charter provisions or parts of Ordinances and Charter provisions in conflict herewith are hereby repealed.

SECTION 8. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

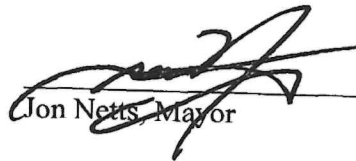
SECTION 9. Effective Date of Ordinance. This Ordinance shall take effect immediately upon its final passage and adoption.

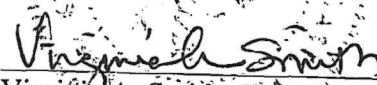
SECTION 10. Effective Date of Charter Amendments. The revised Charter provisions proposed for approval in this Ordinance shall become effective upon their approval at a referendum election of the electors of the City of Palm Coast in accordance with Section 166.031, Florida Statutes, and Section 10 of the City Charter. If the electors reject the amendments, the rejected amendments shall not take effect.

Approved on first reading this 15th day of March 2011.

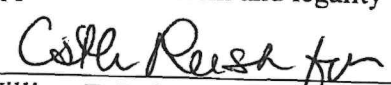
Adopted on second reading this 5th day of April 2011.

CITY OF PALM COAST, FLORIDA


Jon Netts, Mayor

ATTEST:

Virginia A. Smith, City Clerk

Approved as to form and legality


William E. Reischmann, Jr., Esq.

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