



Community Redevelopment Agency Regular Meeting Agenda

Thursday, December 11, 2025 at 4:30 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**
3. **Roll Call/ Determination of Quorum**
4. **Consent Agenda**
Approve Minutes Approve FY25/26 Meeting Dates
 - a. Approval of Meeting Minutes
 - b. FY 26 Meeting Dates
5. **Public Comments**
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. **General Business**
 - a. Small CRA Grant Application- 301 S. Central Avenue
 - b. Resolution 2025-97. A Resolution by the Community Redevelopment Agency Board of the City of Flagler Beach to award a contract to DDS Enterprises LLC for the installation of permeable pavers at Parking Lot #5, in an amount not to exceed \$133,425.00; providing for conflict and an effective date.
 - c. Approve Farmers Market Operating Agreement
 - d. Resolution 2025-107. A Resolution of the Community Redevelopment Agency (CRA) Board of the City of Flagler Beach, Florida, approving the Wickline Playground Project located within the Community Redevelopment Agency (CRA) district; authorizing the use of CRA funds for the project; providing for implementation; and providing an effective date.
 - e. CRA District Banner Discussion
 - f. Food Truck Discussion
7. **Staff Comments**
Tuesday Topics Food Trucks Sign Ordinance Noise Ordinance
8. **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.



Community Redevelopment Agency Regular Meeting Minutes

Thursday, September 25, 2025 at 4:30 PM



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

Present: Mayor Patti King, Chairman James P. Sherman, Vice-Chairman Rick Belhumeur, Commissioners John Cunningham and Scott Spradley, City Manager Dale L. Martin, Attorney Ryan Knight, CRA Director Casey Ryan, and City Clerk Penny Overstreet.

Absent: Commissioner Cooley and Attorney Smith

1. **Call the meeting to order.** Chairman Sherman called the meeting to order at 4:30 pm.
2. **Pledge of Allegiance.** Commissioner Belhumeur led the Pledge.
3. **Consent Agenda**
 - a. Approve the Minutes of May 22, 2025.

Commissioner Belhumeur moved to approve the Consent Agenda and Commissioner Spradley seconded the motion. Chairman Sherman opened public comment. No comments were offered. Chairman Sherman closed public comment. The motion carried unanimously.

4. General Business

- a. Community Redevelopment Agency Advisory Board (CRAAB) Appointments

City Manager, Dale Martin, reviewed the process for the appointments. He shared that CRA Director Casey Ryan had done a great job reaching out to the community and noted there were 20 applicants for the CRAAB. Ms. Ryan thanked the CRA Board and City Manager for supporting the creation of the CRAAB. Chairman Sherman thanked the applicants and said he was pleased with the number and pool of applicants. Ms. Casey stated that the CRAAB would consist of seven seats: five of them being businesses in the CRA district, one resident of the CRA district, and one resident within the City limits.

The Board moved onto the next items on the agenda while the votes for the CRAAB were being counted by Penny Overstreet, City Clerk.

Chairman Sherman said the results were in and began with businesses that were selected for the CRAAB with two-year terms: Christopher Marlow, Jeff Meyer, and Manoj Bhoola. He said businesses who would serve a 1-year term included Jordan Farrell and Dawn Romero. Chairman Sherman said the resident within the CRA who would serve 1-year terms was Anthony Cinelli. He confirmed the at-large member serving a 1-year term would be Daryl Reynolds. Chairman Sherman thanked all the applicants.

- b. Approve Farmers Market Operating Agreement

Chairman Sherman asked the City Manager to review the Item. Mr. Martin explained this was a draft Agreement considered by the CRA Board about three months ago. He said the transition from the Wickline location to 2nd street was successful.

Jimmy Kelling thanked the Commissioners for making the decision to move the Market and noted the number of vendors increased from 10 to 30. Tracy Callahan-Hennessey said that Jim had taken over management of the Market and the growth of the market had been amazing.

Mr. Martin reviewed a of areas within the Agreement and suggested a reasonable standard be used for the non-amplified music and noted the Agreement would be renewed on an annual basis. Commissioner Belhumeur suggested making the music non-amplified subject to the City's Ordinance.

Mr. Kelling handed out a map of how the market was laid out. He said that Plan A was the typical arrangement and Plan B was used when other events were occurring at the same time. Mayor King asked that vendors not use the Museum parking space. There was discussion regarding the time vendors could begin setting up for the Market. Ms. Ryan suggested that on #1 of the Agreement, vendor setup should be done on South 2nd Street no earlier than 7:30 a.m., #5 should state non-amplified music, and the Agreement was to be reviewed annually.

Chairman Sherman opened public comment. No comments were offered. Chairman Sherman closed public comment.

Commissioner Belhumeur made a motion to approve the Farmers Market Operating Agreement with the following changes: Item #1 – add to the end of the sentence “on South 2nd Street”, and #5 scratch the “non” from amplified music. Commissioner Spradley seconded the motion. The motion carried unanimously, after a roll call vote.

c. Small Grant Application- 404 S. Oceanshore Blvd.

Chairman Sherman introduced the Item. Ms. Ryan shared that Mr. Wehdes had submitted a small redevelopment grant application and reviewed the scope of work. She noted that he had secured two competitive bids and staff recommended approval of the grant. She said the maximum grant would be \$5000.

Chairman Sherman opened public comment. No comments were offered. Chairman Sherman closed public comment.

Commissioner Belhumeur made a motion to approve Item 4c. Commissioner Spradley seconded the motion. The motion carried unanimously, after a roll call vote.

d. Small Grant Application- 316 S. Oceanshore Blvd.

Ms. Ryan reviewed the scope of work on the small redevelopment grant application that Ms. Revels had submitted. She noted the applicant had provided two separate bids for the proposed work and staff recommended approval of the Application and funding of \$4,607.50 or up to a maximum of \$5000.

Chairman Sherman opened public comment. No comments were offered. Chairman Sherman closed public comment.

Commissioner Spradley made a motion to approve Item 4d small grant application 316 S. Oceanshore Boulevard. Commissioner Cunningham seconded the motion. The motion carried unanimously, after a roll call vote.

- e. Resolution 2025-83. A Resolution by the City Commission of the City of Flagler Beach, Florida, sitting as the Community Redevelopment Agency, Adopting the Operating and Capital Improvements Budgets for the Community Redevelopment Agency for the Fiscal Year 2025-2026, fixing appropriations therein; proposing expenditures thereunder; and providing an effective date.

Attorney Ryan Knight read Resolution 2025-83 into the record. Ms. Casey said that staff's recommendation was to approve the fiscal year budget.

There was discussion among the Commissioners and staff about the numbers and items in the budget. Ms. Casey explained the capital projects would include city parking lots, lighting, and Veterans and Wickline parks renovations.

Chairman Sherman opened public comment. No comments were offered. Chairman Sherman closed public comment.

Commissioner Spradley made a motion to approve Resolution 2025-83. Commissioner Belhumeur seconded the motion. The motion carried unanimously, after a roll call vote.

- 5. **Public comments regarding items not on the agenda.** Citizens are encouraged to speak. However, comments should be limited to three minutes.

Chairman Sherman opened public comment. No comments were offered. Chairman Sherman closed public comment.

- 6. **Adjournment.** Chairman Sherman asked for a motion to adjourn the meeting. Commissioner Belhumeur motioned to adjourn the meeting at 4:58 pm.



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James Sherman, Chairman

Attest:

Colleen Kuhn, Deputy City Clerk



Staff Report

Community Redevelopment Agency Regular Meeting

December 11, 2025



To: Community Redevelopment Agency
From: Casey Ryan, CRA Director
Meeting Date: December 11, 2025
Item Name: FY 26 Meeting Dates

Background:
Quarterly CRA Board Meeting Dates for 2026

Fiscal Impact:

Staff Recommendation:
Approve Quarterly CRA Board Meeting Dates

Attachments:
1. 2026 Community Redevelopment Agency Meeting Schedule PDF

2026 Community Redevelopment Agency (CRA) Meeting Schedule

[illegible]



Staff Report

Community Redevelopment Agency Regular Meeting

December 11, 2025



To: Community Redevelopment Agency
From: Casey Ryan, CRA Director
Meeting Date: December 11, 2025
Item Name: Small CRA Grant Application- 301 S. Central Avenue

Background:

The Plaza Caribe Condos/Vacation Rentals, located within the CRA District at 301 S. Central Avenue, has submitted the required quotes and is applying for a small CRA grant to complete several aesthetic enhancements. The proposed improvements include replacing the front fence and gate with new white vinyl fencing, updating the front sign, wrapping the exposed fascia board with white vinyl, and removing two overgrown bird-of-paradise plants to be replaced with hibiscus trees. Written approval from the Association President has been provided, along with the completed application and all required quotes.

Fiscal Impact:

The total project cost is estimated at \$5,000. In accordance with the grant's reimbursement terms, a request for \$3,000 is being made to cover 60% of the cost, with the property owner responsible for the remaining 40%.

Staff Recommendation:

Approval of Small Grant

Attachments:

1. 301 S Central Ave SMALL CRA Grant



City of Flagler Beach CRA Application Form

Date rcvd

10/21/2025

Small Redevelopment District Grant Program

NAME: Plaza Caribe Condominium Association Own ☒ Lease ☐

PROPERTY ADDRESS: 301 S Central Ave Flagler Beach FL 32136

MAILING ADDRESS: 312 N 11th St Flagler Beach FL 32136

PROPERTY ID # (on taxes) 12-12-31-5122-00000-0001 CURRENT USE condos w/ vacation rentals

TELEPHONE: 386-233-4875 (DAY) _____ (EVENING)

EMAIL: plazacaribe301@gmail.com

TYPE OF IMPROVEMENT PLANNED: (Attach a written summary)

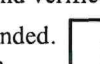
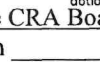
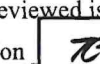
PROJECT PROPOSAL ON IMPROVEMENTS (Not all inclusive, see procedures and guidelines for full requirements)

- A written summary of the scope of work to be performed.
- Tenants must obtain a letter from the property owner allowing the improvements in accordance with the grant application guidelines.
- Digital color photographs clearly showing existing conditions of the facade, neighboring buildings and public entrances
- Site/Sketch plans and specifications detailing the scope of work that will be required at the time of application and will be further developed at the project review conference.
- Samples of all paint colors, signage and awnings materials to be used on the building. (if applicable)
- An all inclusive estimate supporting project costs. At least two (2) estimates must be provided.

ESTIMATED TOTAL COST OF PROPOSED IMPROVEMENTS: \$ \$5000.00

GRANT APPLICATION MOUNT: \$ \$3000.00

I UNDERSTAND THAT IN ORDER FOR MY REQUEST FOR GRANT FUNDING TO BE APPROVED, I MUST AGREE TO THE FOLLOWING CONDIDITIONS:

- To follow the design recommendations as approved by the CRA Board and the City of Flagler Beach Ordinances. **I further agree to maintain all improvements and not to alter the project for a period of three (3) years without approval from the CRA.** Acknowledgement of notification  10/21/25 1:08 PM EDT dotloop verified
- To adhere to the Application Procedures and Guidelines and the Grant Agreement as specified. Acknowledgement of notification  10/21/25 1:08 PM EDT dotloop verified
- That I shall incur all initial project costs and receive reimbursement only after:
 - All improvements have been completed.
 - Final inspections of the improvements are approved and accepted by the CRA and Building Official.
 - Proof of payment for project costs have been received and verified.
- Additional improvements or changes not approved will not be funded. Acknowledgement of notification  10/21/25 1:08 PM EDT dotloop verified
- Grant awards will be based on lowest bid unless approved by the CRA Board. Acknowledgement of notification  10/21/25 1:08 PM EDT dotloop verified
- Attendance at the CRA Board meeting when this application is reviewed is mandatory. Acknowledgement of notification  10/21/25 1:08 PM EDT dotloop verified

I ACKNOWLEDGE THAT I HAVE RECEIVED AND UNDERSTAND THE DESIGN GUIDELINES, THE REDEVELOPMENT DISTRICT GRANT PROGRAM PROCEDURES AND THE GRANT AGREEMENT.

APPLICANT SIGNATURE

Tracy Callahan

dotloop verified
10/21/25 1:08 PM EDT
EWD0-DNU0-HFW-SL3

DATE 10/21/2025

- XI. The CRA reserves the right to verify any and all cost associated with design or renovation work for which the reimbursement is requested.
- XII. The approved project must comply with the requirements of the City Code and the applicant must obtain the necessary permits, and zoning approvals.
- XIII. Work on projects receiving funding must begin within forty-five (45) days, and must be completed within one year from the date of grant approval, unless a written request has been submitted and approved by the CRA. Under no circumstances will a project be extended more than six (6) months. Applicants for those projects that have not received a written extension and whose work is not completed within one year from the date of grant approval will not be eligible for reimbursement.
- XIV. Each applicant may receive only one Grant Award in any one cycle. An applicant having more than one property applying for a Grant will be placed on an "Alternate List," which may be considered if funds are still available
- XV. Grant applications and reimbursements shall be submitted to and received by the Flagler Beach Redevelopment Director. Grant applications, once reviewed, shall go to the CRA Board for final approval.

Flagler Beach Redevelopment District Grant Program **Design Guidelines**

The primary guidance for design of improvements shall be the objectives contained in the Community Redevelopment Plan, Downtown Master Plan, Downtown Design Guidelines, and the existing codes of the City of Flagler Beach. Consideration must be given to the impacts of improvements on the overall façade and building appearance and how it will impact surrounding uses.

indicated in the guidelines), residential solar pathway lighting, mail boxes, or other smaller normal residential additions to a home.

- Item funded by a previous grant (i.e., painting would become a deferred maintenance issue, not eligible for funding)

APPLICATION PROCEDURES AND GUIDELINES

Applications under the Redevelopment District Grant Program are accepted on a quarterly basis and the CRA Board reserves the right to choose a priority driven project over another one. Those projects not chosen will go into the next quarterly cycle for consideration. The application cycle will be opened in October and will remain open until funding for the fiscal year is depleted.

- I. Applicants seeking funding for property improvements located within the Community Redevelopment Area shall submit a completed application to the CRA. Applicants must follow the adopted Grant Application process. All Contractors must be licensed and have a LBTR to work in the City of Flagler Beach
- II. Completed applications shall include the following if applicable:
 - a. A written summary of the scope of work to be performed. Summary **MUST** include a comprehensive list of materials to be used for the improvements. (only materials approved by the Development Codes for the CRA will be accepted)
 - b. Tenants, must submit a letter from the property owner indicating that they approve the improvements and understand that if the Tenant leaves during the three (3) year maintenance period, the property owner will be responsible for the maintenance of such improvements during the maintenance period remaining.
 - c. Color photographs clearly showing existing conditions of the facade, neighboring buildings and public entrances.
 - d. Sketch plans and specifications detailing the scope of work that will be required at the time of application and will be further developed at the project review conference; the CRA reserves the right to request a site plan if necessary to the application.
 - e. Samples of all paint colors, signage and awnings materials to be used on the building.
 - f. An all inclusive estimate supporting project costs. At least two (2) estimates must be provided.
- III. An applicant whose submission is incomplete shall be so informed by the CRA. The CRA shall also review all applications to determine if they meet the criteria for approval and are in compliance with the design guidelines.
- IV. Applicants shall be notified in writing of all approvals, approvals with conditions, or denials.
- V. The applicant shall incur all initial project costs and may receive reimbursement only after all improvements have been completed in accordance with the Grant Award.
- VI. All improvements must receive a Building Permit before work is commenced (if applicable)**
- VII. All unforeseen changes in the scope of work that may arise during the renovation process will be considered on a case by case basis and must be approved by the CRA Board before any changes are made.
- VIII. Requests for reimbursement of project costs shall be viewed as a single, completed package. Costs not included in either the approved renovation plan or an approved change order shall not be considered for reimbursement.
- IX. Required documentation for reimbursement of project costs must include:
 - a. Copies of cancelled checks, certified checks or money orders of project costs
 - b. Detailed invoices and paid receipts
 - c. Name, address, telephone number of design professional, general contractor, sign contractor, etc., if applicable.
- X. Project costs reimbursement shall be made upon total completion of the project, presentation of documented project costs incurred, and a final inspection of the project by the CRA and Building Official to ensure the work was performed.

Additional Eligible Expenditures

- **Code Compliance**—Grant awards will be provided to allow property owners some assistance in bringing their buildings into compliance with Federal, State, or local requirements as long as the project improves the overall appearance of the property.
- **Demolition of unsafe structures in the CRA.**—These structures must be deemed as unsafe by the Building Official of the City of Flagler Beach prior to demolition.
- **Business redevelopment or expansion**—Redevelopment of an existing property or expansion of a business on an existing property.

Exceptions

Painting only— If owners wish to paint their building exterior, they will be allowed to do so only once with grant assistance. The assistance will be limited to the cost of the **paint ONLY**, and receipts for such purchase must be presented for reimbursement upon project completion. Labor can be done by the owner or by a contractor, at the owner's expense.

QUALITY OF WORK

All work must be performed in a professional manner. Building permits are required (if applicable). Prior to the work commencing, the Grantee must secure all necessary Federal, State, and local permits. Upon completion, all work must pass applicable Federal, State, and local inspections. The CRA reserves the right to withhold reimbursement payment should the final inspection reveal that the work performed was not completed in a professional and workmanlike manner.

ALTERATIONS

Grant recipients shall agree not to alter, modify or remove the improvements made in accordance with the agreement for a period of three (3) years without the written permission of the CRA. The CRA may permit such alterations, modifications, or removal of the improvements when it determines that granting permission would not undermine the goals, objectives and policies of the Redevelopment Plan.

MAINTENANCE

The Grant recipient shall agree to maintain the improvements, made in accordance with this agreement, for a period of three (3) years. Failure to meet maintenance requirements will result in ineligibility for future grants and action to recoup the CRA's investment by ensuring the grant recipient pays back the amount of the grant to the CRA.

In the letter of consent from the owner of the property which is being improved by a tenant, the owner shall indicate that he/she understands that should the Tenant leave the premises within the three (3) year maintenance period, it is the owner's responsibility to maintain those improvements for the required period of the grant.

INELIGIBLE EXPENDITURES

- Improvements made prior to Grant application
- Interior renovations
- Refinancing existing debts
- Non-fixed improvements (outside furniture, sandwich signs, or anything else that is not a permanent appurtenance to the building.
- Business inventory/fixtures/equipment
- Business payroll
- General periodic maintenance including but not limited to: roof repairs/replacement, exterior pressure washing, painting, general building maintenance (unless in conjunction with other improvements otherwise

Introduction

In 2002 the City of Flagler Beach created a Community Redevelopment Agency. In 2006 The CRA Master Plan was adopted which listed numerous goals and objectives for the area designated as the Community Redevelopment Area. Policy 3.2.1 of that plan establishes the commitment by the CRA Board to budget an annual allocation of the Community Redevelopment Trust Fund for grants for property/facade improvements.

PROGRAM GRANT AWARDS:

Small Project

Allowed Improvements:

This list is not all inclusive. The goal of this grant is to encourage the improvement of the outside look of businesses and residences within the CRA.

This meets Goal 3 Policy 3.2.1

Façade improvements
Painting
Awnings
Signage
Screening
Drought tolerant and native flowers/landscaping

Grant Amounts:

The maximum grant award is \$5,000.00. The following are required matches.

0-\$1,000 total cost	CRA 100%
\$1,000 - \$2,000 total cost	CRA 75% Property owner 25%
\$2,000 – \$5,000 total cost	CRA 60% Property owner 40%
Costs above \$5,000	CRA will pay 50% up to maximum of \$5,000 per project. Example: total cost of project is \$11,500 the CRA will pay \$5,000 maximum

APPROVAL CRITERIA

Approved projects must comply with the established Design Guidelines of the City of Flagler Beach.

The CRA awards the Matching Grants to applicants (Property Owners or tenants with the consent of the Property Owner) on a first come first served basis until funding for the fiscal year is committed. The CRA Board reserves the right to choose a priority driven project over another one.

ELIGIBLE EXPENDITURES

Exterior Renovations: Including, but not limited to:

- **Repairs-** repairing or replacing architectural details, door and window repair or replacement, porch additions or structural repairs, storefront structural and aesthetic repairs, painting and cleaning of the building if it is in conjunction with other improvements. All repairs must improve the overall aesthetics/façade of the building facing public entrance areas and must not be part of periodic maintenance of a building in order to be eligible for grant assistance.
- **Signage:** Including removal of old signs and obsolete sign poles, brackets or fixtures: and the design, production and installation of new signage.
- **Awnings:** Including removal of old awnings and the purchase and installation of new appropriate fireproof awnings.
- **Screening:** Including the screening of trash receptacles, air conditioning, utility equipment, or other unsightly objects or areas with landscape material or with fencing material that compliments the building material.
- **ADA Compliance:** Includes removal of deteriorated\unsafe access ramps and installation of new ramps to meet compliance requirements of the ADA.
- **Drought Tolerant and Native Flowers/Landscaping:** Property beautification through landscaping.



City of Flagler Beach CRA Small Redevelopment District Grant Program Guidelines and Application



Wrap wooden
soffit with
weather
resistant white
material

Remove over grown
Bird of Paradise
encroaching on
building
Replace with hibiscus
tree



Broken front gate



Gate held together with rope



Replace front fence and gate along with adding a new more welcoming sign



Remove over grown Bird of Paradise encroaching on fence and replace with hibiscus tree



Plaza Caribe Condominium Association
301 S Central Ave
Flagler Beach FL 32136

November 18, 2025

City of Flagler Beach
Community Redevelopment Agency (CRA)
Flagler Beach, FL

Re: Authorization to Apply for CRA Grant

To Whom It May Concern,

This letter serves to inform the City of Flagler Beach CRA that the Plaza Caribe Board of Directors and its property owners have authorized Tracy Callahan Hennessey of Hennessey Property Management to apply for the CRA grant on behalf of the Plaza Caribe Condominium Association. The Board and all owners acknowledge and understand the grant guidelines and requirements, including standards for workmanship, alterations, and ongoing maintenance as set forth by the City of Flagler Beach CRA.

Sincerely,

<i>William Estberg</i>	dotloop verified 11/18/25 3:34 PM EST XB7P-KBUX-IEGD-XT55
------------------------	---

William Estberg
President
Plaza Caribe Condominium Association



Goode Brothers Roofs add Gutters

112 Tinto Way | #218 | St. Augustine, Florida 32086
904-827-7978 | pollard1000@gmail.com

RECIPIENT:

Emily Grinstead

301 South Central Avenue
Flagler Beach, Florida 32136
Phone: 7746412653

Estimate #22186

Sent on

Nov 20, 2025

Total

\$1,200.00



Product/Service	Description	Qty.	Unit Price	Total
Fascia Wrap only	Wrap left side and front totaling 75 feet	1	\$1,200.00	\$1,200.00
Total				\$1,200.00

Reviews

John Grelli



Sales and installers were professional and friendly

Warren Whitlock



excellent service, reasonably priced and on time

Wanda Guthrie



The install crew was knowledgeable, personable, and took care of business. Totally pleased and will use them again if the need arises.

This quote is valid for the next 90 days, after which values may be subject to change.



Goode Brothers Roofs add Gutters

112 Tinto Way | #218 | St. Augustine, Florida 32086
904-827-7978 | pollard1000@gmail.com

Signature: _____ Date: _____



CONSTRUCTION
UNLIMITED
PROPOSAL

Client Name: Emily Grinstead Date: 11/21/2025
Project Name: Fascia Wrap Contact: Clay Finkes
Project Address: 301 S. Central Ave Cell: 4074635538 Office: _____
City: Flagler Beach State: FL Zip: 32136 Email: cfinkes@curoof.com

Scope of Work:

Wrap all fascia board with white aluminum.

Exclusions: Dormers

General Items:

Construction Unlimited proposes to furnish all: ☒ Materials ☒ Labor Proposal generated per plans dated: _____

Notes: _____

General Items: _____ **Total Price:** \$1,500.00

Payment Terms: _____

ACCEPTANCE OF PROPOSAL:

1. This Proposal is not valid or binding on any party unless and until it is signed by both the Authorized Client Representative and the Construction Unlimited Representative. Once signed by both parties, Construction Unlimited will be awarded with the job per the above described scope of work.
2. Your signature below provides your agreement and acceptance to all terms and conditions set forth in this agreement.
3. Proposal pricing is good for 30 days from the Date of this Proposal.

Signature (Client Authorized Representative)

Date

Signature (CU Representative)

Date

Glenn Fletcher

(386) 225-9092

hello@sunstategutters.com

CUSTOMER NAME:	Emily Grinstead
PHONE:	(774) 641-2653
ADDRESS:	3015 Central Ave Flagler Beach, FL

 ON-SITE ESTIMATE DATE: 11/24/25
 MORNING ☐ NOON ☒ EVE ☐

 PROJECT SCHEDULE DATE: _____
 MORNING ☐ NOON ☐ EVE ☐

	QTY	PRICE	TOTAL
GUTTERS	65 Ft	\$ 20 Ft	\$ 1,300
DOWN SPOUTS	1	\$ 200 each	\$ 200
L.P. - BULLDOG			
L.P. - ALU-REX			
L.P. - MESH			
GUTTER REMOVAL	65 Ft	\$ 6 Ft	\$ 390
A. ELBOWS			
B. ELBOWS			
ENCAPS - RIGHT			
ENCAPS - LEFT			
INSIDE MITERS			
OUTSIDE MITERS			
OFF SETS / 55 Ft	65 Ft	\$ 20 Ft	\$ 1,300
SMALL SCREWS			

20 year Warranty

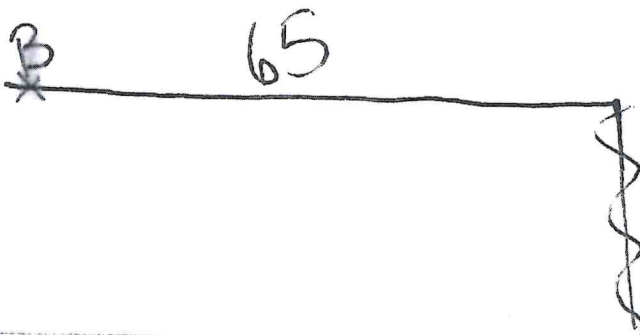
65 Ft Facie Fixed

white

CASH ☐ CARD ☐ CHECK ☐ ZELLE ☐

GRAND TOTAL: \$ 3,190

Soffit Front of Building



LEX FENCING INC.

Professional Fence Installation and Repairs.

Licensed & Insured

(386) 263 7888

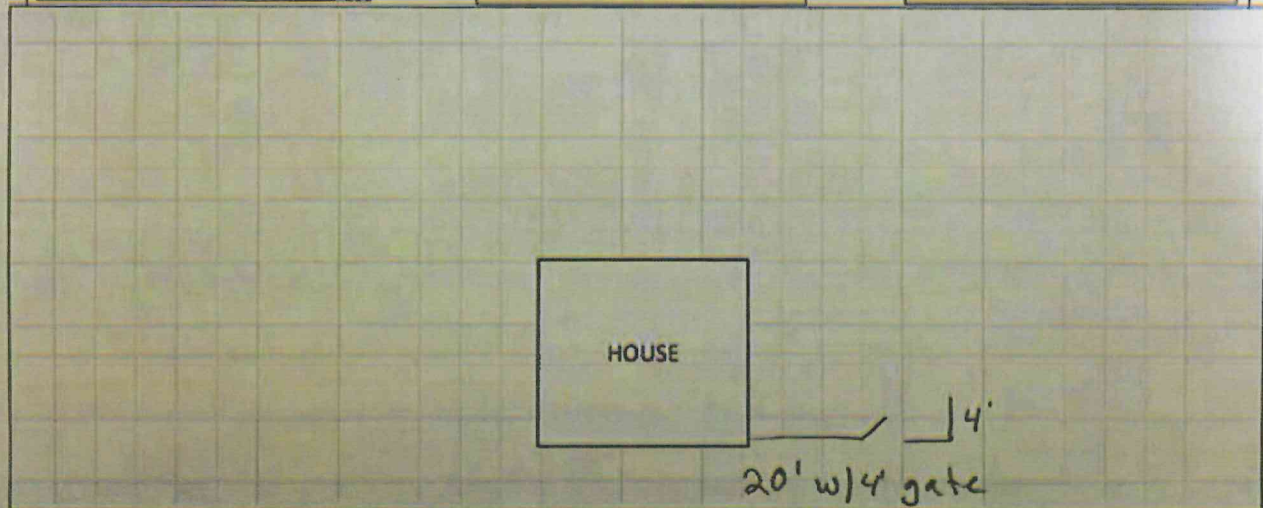
Email: lexfencing@yahoo.comDate: 11-19-25Name: EmilyPhone: 774-641-2653Address: 301 S. Central Ave FB

Email: _____

ESTIMATE

emilygrinstead386@gmail.com

Style of Fence: <u>Vinyl</u>	Color: <u>White Semi Privacy</u>	Height: 3' 4' 5' <u>6'</u>
Number of Gates: <u>1</u>	Gates: <u>Pool Code</u> <u>Standard</u>	Old Fence: ☒ Removal ☒ Disposal ☐ Leave at the job
Military discount: _____	<u>need keyed lock latch</u>	
CAPS ☒ Standard ☐ New England ☐ Gothic ☐ Other ()	Gate Hardware <u>not universal key.</u> ☐ Standard ☒ Upgrade (self-closing stainless steel hinges and lock latches with keys)	Property Grade ☐ Follow the grade ☒ Straight top Excess of Dirt:



OBSERVATIONS: <u>Remove & dispose of 24' of 6' high vinyl existing fence (Semi Privacy)</u> <u>Install 24' of 6' high semi-Privacy Vinyl fence with 6" wide pickets & 1" gap along with one 4' wide gate w/ real keyed lock.</u> <u>not universal lock.</u>	INSTALLED PRICE: \$1,890.00 (Price includes taxes, materials, labor and permit)
--	---

- On vinyl fences, all virgin material with lifetime warranty. Price includes 120 lbs. of concrete per post; 160 lbs. of concrete and aluminum inserter on gate post.
- Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

Tracy Callahan-Hennessey
 Realty Exchange
 Realtor/Team leader



Commercial Sales

Estimate #: JD246
Estimate Date: 11/21/2025
Expiration Date: 12/21/2025

PROJECT NAME AND LOCATION

Plaza Caribe
301 S Central Ave
Flagler Beach, FL 32136

CUSTOMER INFORMATION

Customer Name and Address:

Plaza Caribe
301 S Central Ave
Flagler Beach, FL 32136

Contact Name and Information:

Emily Grinstead
(774) 641-2653
EmilyGrinstead386@gmail.com

FENCE OUTLET CONTACT INFORMATION

Estimator:

Jason Downs
813-699-4163
Jason.Downs@fenceoutlet.com

Sales Representative:

Fred Calkins
407-257-758
fred.calkins@fenceoutlet.com

Sales Manager:

Jason Downs
813-699-4163
Jason.Downs@fenceoutlet.com

DESCRIPTION OF WORK AND ESTIMATE

Furnish and Install:

19' of 6'H White Vinyl Semi-Privacy Fence with Mid Rail- Panels are 6'H x 6"W
Posts are 5" x 5" x 9' Installed with 60lbs. of Concrete
Pickets are 6" Wide with Approximate 1" Spacing
(1) 6'H x 5'W Pedestrian Gate
Gate Hinge Post is 5" x 5" x 9' Installed with 60lbs of Concrete and Metal Stiffener
Gate Latch (Key Lock) and Hinges are Black
Price Includes Tear Down and Disposal

Price Includes Permit Running - Permit Fees are Charged AT COST Via Separate Invoice

ESTIMATE TOTAL COST: \$2,620.00

Orlando • Oviedo • Tampa • North Port • Port Richey • Melbourne • Daytona • Jacksonville

FENCE OUTLET TERMS AND CONDITIONS

CONDITIONS:

1. Fence Outlet shall not be responsible for any site preparation.
2. The Owner/Contractor must place stakes every 50 linear feet, clearly marking any corner and end posts. These stakes should also indicate the anticipated grade changes along the fence and the overall appearance of the fence. Fences exceeding 6 inches above the current grade will require longer posts, which may incur additional costs.
3. The Owner/Contractor must ensure a 10-foot wide, clear and stable path along the fence line. Multiple stable access points must also be provided, or additional ferrying charges may apply.
4. Core drilling, cutting through asphalt, and excavation through rock are excluded from this estimate unless otherwise specified. Any equipment and labor necessary for such tasks will require a change order.
5. The Owner/Contractor must remove any utilities, trees, roots, limbs, or other obstacles that could impede the fence installation.
6. Fence Outlet will assist in identifying the general fence layout upon request; however, Fence Outlet assumes no responsibility for the identifying or verifying property lines and does not guarantee their accuracy. If property pins cannot be located, a current survey or fence placement agreement is strongly recommended.
7. Fence Outlet will locate public underground utilities using standard services but will not be responsible for private or unmarked underground lines.
8. The estimated price includes a single mobilization unless explicitly noted otherwise. Additional mobilizations will be charged accordingly.
9. Site delays (downtime) caused by the Owner/Contractor or any other trade will lead to additional costs.
10. A final walkthrough is mandatory, and any concerns must be raised during this time. Failure to do so may result in remobilization fees.
11. Fence Outlet retains ownership of all materials until full payment is received. In the event of non-payment, the customer grants Fence Outlet the right of access to retrieve unpaid materials after written notice.
12. In the event of cancellation after execution of this agreement, the buyer agrees to reimburse Fence outlet for all the material costs, labor rendered, and up to 50% of the contract value as liquidated damages.
13. Timelines: Fence Outlet will make reasonable efforts to adhere to mutually agreed project timelines. However, timelines may be impacted by permitting, weather, supply issues, or site access delays.
14. Substitutions: If specified materials are unavailable, Fence Outlet may substitute with a product of equal or greater value and similar appearance, with prior approval from the customer.

TERMS:

1. The Fence Outlet terms and conditions must be incorporated into the final contract.
2. Any modifications to the initial agreement, whether in product, terms, or conditions, will necessitate a mutually agreed-upon change order.
3. Retainage payments must be made within 30 days of project completion.
4. Final payment is due within 30 days of project completion. A 1.5% monthly finance charge will be applied to unpaid balances beyond this period.
5. Fence Outlet shall not be liable for delays caused by force majeure.
6. Charges will apply for safety training, bonds, and background checks as necessary.
7. Fence Outlet provides a one-year warranty on workmanship. Material warranties are provided by the manufacturer. All warranty claims will be addressed within 5 business days.
8. Installation scheduling requires the following: a fully executed contract, approved site plans, notice of commencement, a 33% deposit for materials, and an approved permit.
9. Progress payments will be billed for projects extending beyond 30 days.
10. The customer agrees to pay all interest, late fees, and reasonable legal or collection costs incurred in the event of nonpayment.
11. Dispute Resolution: In the event of a dispute, both parties agree to make reasonable efforts to resolve the matter amicably. If resolution cannot be reached, both parties agree to engage in mediation before pursuing legal action.

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

Fence Outlet

Signature: _____

Print Name: _____

Title: _____

Date: _____

Owner/Contractor

Signature: _____

Print Name: _____

Title: _____

Date: _____

By accepting this proposal, issuing a purchase order, or incorporating this document into a contract by reference, the customer acknowledges and agrees to Fence Outlet's terms and conditions as outlined herein. These terms shall govern all aspects of the project unless expressly modified by mutual written agreement.

Orlando • Oviedo • Tampa • North Port • Port Richey • Melbourne • Daytona • Jacksonville

Quote #41549

Prepared for

Hennessy Hometeam

774-641-2653

emily.grinstead386@gmail.com

301 South Central Avenue

Flagler Beach, FL 32136



Citrus Landscape Solutions

1101 Central Park Dr

Sanford, FL 32771

Offer is valid until

11/24/2025

Provided by

Josh Cinkosky

386-473-6917

jcinkosky@citruslandscapesolutions.com

Scope of work

Remove and stump grind birds of paradise

Install 2 new Christmas palms

Reinstall brick in pool equipment area

Install new fence with gate and decorative archway

Products and services

Remove and stump grind birds of paradise**\$1,589.00**

Remove and stump grind birds of paradise and remove stumps to be able to install 2 new Christmas palms

\$1,589.00 x 1

Install 2 new Christmas palms**\$1,685.00**

Install 2 new Christmas palms

\$1,685.00 x 1

Reinstall brick in pool equipment area**\$895.00**

Reinstall brick in pool equipment area

\$895.00 x 1

Install new fence with gate and decorative archway**\$2,440.00**

Install new fence with gate and decorative archway including 2 new locking hardware chain link fences

\$2,440.00 x 1

Subtotal

\$6,609.00

Discount

\$0.00

Fees

\$0.00

Taxes

\$0.00**Total****\$6,609.00**

Deposit

Deposit (50.00%)

\$3,304.50

GOSPEL GARDENS

2202 EAST MOODY BLVD

BUNNELL, FL 32110

386-586-6947 FAX 386-586-6015

EMAIL: GOSPELGARDENS@AOL.COM

GOSPELGARDENS.LLC

DATE: 11/21/2025

SOLD TO: EMILY

ADDRESS: 301 S. CENTRAL AVE

PHONE NUMBER: 774-641-2653

DESCRIPTION:

Using Bobcat, remove (2) giant Birds of Paradise and fill in holes. Install (2) 7 gallon Italian Cypress Trees in same location. Haul away all debris.

SIGNATURE _____

Bill Campenella

SUBTOTAL - \$1,000.00

TAX-Included

SIGNATURE _____

TOTAL - \$1,000.00

PAYMENT IS DUE UPON RECEIPT OF THIS BILL. (50%) DEPOSIT IS DUE AT TIME OF BOOKING AND (50%) DUE UPON COMPLETION. PLANTS ARE GUARANTEED FOR (1) YEAR, ACTS OF GOD, NEGLIGENCE, IMPROPER WATERING ARE EXCLUDED. NO WARRANTY ON SOD. TRANSPLANTS ARE NOT WARRANTED UNDER ANY CIRCUMSTANCES. CANCELLATIONS ARE SUBJECT TO A 10% FEE. SPECIAL ORDERS ARE NON-REFUNDABLE. DATES THAT ARE GIVEN FOR JOBS ARE TENTATIVE, BAD WEATHER AND UNFORSEEN ISSUES CAN EFFECT DATES. ANY ADDITIONS TO SCOPE OF WORK MADE BY THE CUSTOMER WILL AFFECT PRICE. * DUE TO UNFORSEEN PRICE INCREASES ON MATERIALS, CUSTOMER COULD BE RESPONSIBLE FOR THE CHANGES OF MATERIAL PRICES. ONCE DEPOSIT IS MADE CUSTOMER AGREES TO ALL ASPECTS OF CONTRACT.

DEPOSIT - \$500.00

BALANCE - \$500.00

EverGreen Landscapes of Palm Coast

23 Princess luise lane
 Palm Coast FL 32164
 386 793-LAWN
 tyler@evergreenlandscapes.info
<https://www.evergreenlandscapes.co/>



Customer #	2066
Estimate #	3723
Date	Nov 25, 2025

Salty Kisses Seaside Condo

301 S Central Ave
 Flagler Beach FL 32136

Description	Cost/Rate	%	Total
Property Address: 301 South Central Avenue Flagler Beach FL, 32136			

Removal - Vegetation

- Remove Unwanted vegetation and roots in (2) areas - Level area after removal - Collect and dispose of all debris. - Conduct a walkthrough to ensure the area is clean, meets specifications, and aligns with expectations.	295.00	0	590.00
---	--------	---	--------

7 Gal Birds of paradise

- Excavate and install plants - Excavate 1.5X height and 2X width of plant - Location of plants are specified in plan or directed by customer - We have a	72.25	0	144.50
--	-------	---	--------

Estimate

We also have several other plant options available, including sea grape, oleander, bougainvillea, and other varieties that do well in beachfront conditions (such as cocoplum, yucca, muhly grass, and salt-tolerant palms).	0.00	0	0.00
--	------	---	------

For pricing or recommendations, please call our office.

Notes:

Thank you for reaching out for a quote from EverGreen Landscapes. We are more than happy to answer any questions.
 Feel free to call or email us!

Subtotal	834.50
	0.00
Total Estimated Cost	834.50

1. Estimates expire in 30 days.

2. Invoices are generated upon completion of work. For maintenance services, invoices are generated upon receipt and charged automatically.

3. Payment schedule: 50% deposit required to schedule, the remaining 50% upon completion.

4. Change orders must be approved before work begins and will incur additional charges, itemized on the final invoice.

5. **Cancellation Policy:** Our monthly maintenance plan is based on a flat rate for year-round service. If canceled early, the total amount paid will be recalculated based on the per-mow rate of \$39. Any difference for completed services will be due at cancellation.

6. **Auto-Pay:** All payments are processed via credit card through our secure Auto-Pay system.

Plaza Caribe Condominiums Units 1-11



Entrance

PRIVATE PROPERTY NO TRESPASSING

36"x24" signs gloss UV laminated options

(A) - .032 aluminum \$115.00 + tx.

(B) - 1/4" MaxMetal (ACM) \$135.00 + tx.



- REAL ESTATE SIGNS
 - WOOD SIGNS
 - MAGNETICS
 - BANNERS
 - BOAT LETTERING
 - TRUCK LETTERING
 - SCREEN PRINTING
 - ILLUMINATED SIGNS
 - VINYL LOGOS AND LETTERS
 - METAL, PLASTIC AND FOAM LETTERS, ETC.
- LARGE FORMAT DIGITAL PRINTING
VEHICLE WRAPS & MORE

www.PalmCoastSigns.com

e-mail: palmcoastsigns@gmail.com

23 Utility Drive (off Old Kings Road) Palm Coast, FL 32137

PLEASE review this proof for SPELLING AND CONTENT.

Above prices reflect a 3% cash or check discount not available on Credit card payments. A 3.5% processing fee will be added to Credit Card payments.

*** All orders over \$100.00 require a 50% deposit payment before production

Designed Exclusively For:	Tracy Callahan-Hennessey	Date: 11/24/25
Attention:	Realty Exchange	386-233-4875
E-mail:	hennesseyhometeam@gmail.com	
The prices, specifications, and conditions as described are satisfactory and are hereby accepted. You are authorized to do the work as specified.		
Signature:	Date:	This design is the property of Palm Coast Signs and may not be reproduced in any manner without written permission.

WE WILL PRODUCE YOUR SIGN AS IT APPEARS ON THIS PROOF, if changes are made after signing this proof, there may be additional charges.

Steve Mazzeo
 216 N 5th St.
 Flagler Beach, FL 32136
 (386)589-8438
 FlaglerSigns@gmail.com
 www.FlaglerSigns.com



Estimate No. 111825627

November 19th, 2025

To: Tracy Callahan-Hennessey
 Property Manager
 Hennessey Property Mgmt
 386-233-4875

Quantity	Description	Price Each	Price
1	36"x24" 1-side full color printed 3mm ACM(Aluminum Composite Material) sign (Sign material can be upgraded to 6mm ACM for an additional \$30)	\$79.50	\$79.50
	Installation Attach to fence using 5/16" SS Lags	\$30.00	\$30.00
			
	Subtotal		\$109.50
	Tax		\$7.67
	Total		\$117.17
	Deposit	50% Required	
	Payments		
	Balance		\$117.17

ESTIMATE

Coastline Wholesale Signs and
LED Displays
532 N Segrave St
Daytona Beach, FL 32114-2618

info@coastlinesign.com
+1 (386) 238-6200
www.coastlinesign.com

The Caribe Condominium Association

Bill to

The Caribe Condominium Association
301 S Central Avenue
Flagler Beach, FL

Estimate details

Estimate no.: 1164

Estimate date: 11/19/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Manufacture	Coastline Signs to manufacture a 24 x 36 gate sign on aluminum panel with digital print graphics overlay and laminate	1	\$472.00	\$472.00
2.	Installation	Installation option of sign \$427.00	1	\$0.00	\$0.00
Total					\$472.00

Accepted date

Accepted by



Staff Report

Community Redevelopment Agency Regular Meeting

December 11, 2025



To: Community Redevelopment Agency
From: William Freeman, City Engineer/Public Works Administrator
Meeting Date: December 11, 2025
Item Name: Resolution 2025-97. A Resolution by the Community Redevelopment Agency Board of the City of Flagler Beach to award a contract to DDS Enterprises LLC for the installation of permeable pavers at Parking Lot #5, (located at S. Daytona Avenue and S. 5th Street) in an amount not to exceed \$133,425.00; providing for conflict and an effective date.

Background:

The City of Flagler Beach has identified Parking Lot #5 (located at S. Daytona Avenue and S. 5th Street) as requiring improvements to enhance stormwater management and provide durable parking infrastructure. DDS Enterprises LLC submitted an estimate dated May 29, 2025, for the installation of approximately 5,066 square feet of permeable pavers and ancillary work, in the amount of \$133,425.00. The proposed work aligns with the City's goals of sustainable infrastructure and improved public facilities.

Fiscal Impact:

Funding for the project will be drawn from the City's Capital Improvement Fund. The fee for the proposed service is \$133,425.00.

Staff Recommendation:

Staff recommends approval of Resolution 2025-97, awarding the contract for the installation of permeable pavers at Parking Lot #5 (located at S. Daytona Avenue and S. 5th Street) to DDS Enterprises LLC, in the amount not to exceed \$133,425.00.

Attachments:

1. Resolution 2025-97 Parking Lot 5
2. Location
3. DDS Estimate - Parking Lot #5 - NOV 2025
4. Contract Parking Lot - Number 5

RESOLUTION 2025-97

A RESOLUTION BY THE COMMUNITY REDEVELOPMENT AGENCY BOARD OF THE CITY OF FLAGLER BEACH, FLORIDA, AWARDED A CONTRACT TO DDS ENTERPRISES LLC FOR THE INSTALLATION OF PERMEABLE PAVERS AT PARKING LOT #5 (LOCATED AT S. DAYTONA AVENUE AND S. 5TH STREET), IN AN AMOUNT NOT TO EXCEED \$133,425.00; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach seeks to improve Parking Lot #5 (located at S. Daytona Avenue and S. 5th Street) with permeable pavers to enhance stormwater management and provide durable parking infrastructure; and,

WHEREAS, DDS Enterprises LLC has submitted an estimate dated May 29, 2025, for the installation of approximately 5,066 square feet of permeable pavers and ancillary work, in the amount of \$133,425.00; and,

WHEREAS, City staff has reviewed the estimate and recommends approval of the contract with DDS Enterprises LLC;

WHEREAS, Funding for the project will be drawn from the City's Capital Improvement Fund. The fee for the proposed service is \$133,425.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY BOARD OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

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

SECTION 2. The Community Redevelopment Agency Board hereby awards the contract for the installation of permeable pavers at Parking Lot #5 (located at S. Daytona Avenue and S. 5th Street) to DDS Enterprises LLC, in an amount not to exceed \$133,425.00.

SECTION 3. All resolutions and parts of resolution 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.

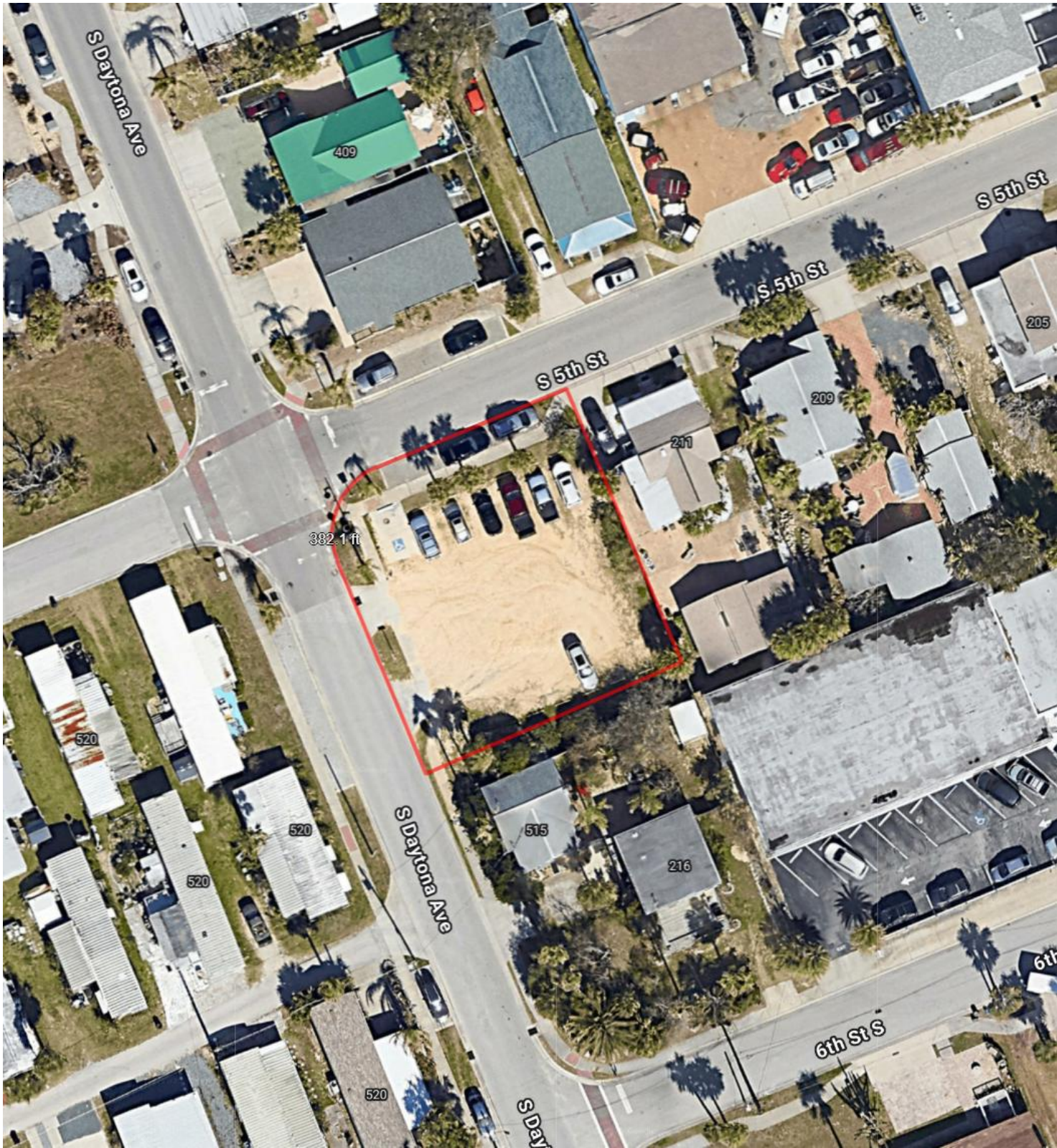
Upon motion duly made and carried, the foregoing Resolution was accepted by the Community Redevelopment Agency Board of the City of Flagler Beach this 11th day of December, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



ESTIMATE

DDS Enterprises LLC
463 Shaw Lake Rd
Pierson, FL 32180

DDSEnterprisesLLC@yahoo.com
+1 (386) 490-5631



Todd Anderson

Bill to
Christine Novak
City of Flagler Beach
105 S 2nd Street
Flagler Beach, Florida 32136

Estimate details

Estimate no.: 1103
Estimate date: 05/29/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Miscellaneous Construction	Paver Parking Lot Install	1	\$133,425.00	\$133,425.00
Total				\$133,425.00	

Note to customer

Parking Lot #5

Install approx. 5066 SQFT of Permeable Pavers and ancillary work outlined in the plans provided via email on 11/11/2025.

Accepted dateAccepted by



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 DDS Enterprises, a Limited Liability Company, whose address is 463 Shaw Lake Road, Pierson, Florida 32180 (the “Contractor”).

WITNESSETH:

WHEREAS, the City requires the services of a contractor to perform Parking Lot No. 5 Paver Install (hereinafter referred to as the “Project”); and

WHEREAS, on 11/10/2025, the City issued a Request for Quotation; 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 12/11/2025, 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 Dale Martin, City Manager, 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 5 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 DDS Enterprises LLC.

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 Parking Lot No. 5 Paver Install.

Site means Parking Lot No. 5 on corner of 5th Street and S. Daytona Avenue.

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 *Parking Lot No. 5 Paver Install*, in accordance with the Scope of Services agreed upon, and made part of this Contract. 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 *One Hundred Thirty-Three Thousand, Four Hundred and Twenty-Five Dollars (\$133,425.00)* (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.

- 5.2 **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: \$500 per day for every day past the Final Completion date as indicated in the Notice to Proceed issued by the City.
- 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: Building Department, City of Flagler Beach, 800 S. Daytona Avenue, Flagler Beach, FL 32136,
- 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 The Contractor shall be solely responsible for reviewing, understanding, and complying with all requirements, specifications, drawings, and conditions set forth in the Scope of Work. It is the Contractor's obligation to verify the scope of work, site conditions, and all applicable codes and regulations prior to submitting a bid or commencing work. No claims for additional compensation or time extensions will be allowed due to the Contractor's failure to examine the Scope of Work Documents in its entirety or to clarify any discrepancies prior to quoting. All obligations, duties, and responsibilities of the Contractor are as more fully described in the Scope of Work, which is incorporated herein by reference.

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 30 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 30 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.
- 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 13.2 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: DDS Enterprises LLC
Attn: Nick Shephard
463 Shaw Lake Road
Pierson, Florida 32180

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 H**, 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

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk



DDS Enterprises LLC

[Handwritten Signature]

Signature

Nicholas Shephard

Print

VP

Title

ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY OF <u>VOLUSIA</u>	<i>[Handwritten Signature]</i> Signature of Notary Public Print, Type or Stamp Commissioned Name of Notary Public below:
Sworn to (or affirmed) and subscribed before me by means of online notarization ☐ OR physical presence ☒	 Deborah J. LeBlanc Notary Public State of Florida Comm# HH509403 Expires 4/5/2028
this <u>17TH</u> day of <u>NOVEMBER</u> , 20 <u>25</u>	
Personally Known ☐ OR Produced identification ☒	
Type of Identification Produced: <u>LICENSE</u>	



Attachment H

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: DDS Enterprises LLC
Vendor FEIN: 88-1236738
Vendor's Authorized Representative Name and Title: Nicholas Shephard
Address: 463 Shaw Lake Rd
City: Pickens State: FL ZIP: 32180
Phone Number: 386-490-5631
Email Address: NICK@DDSFL.COM

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Escambia County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: Nicholas Shephard

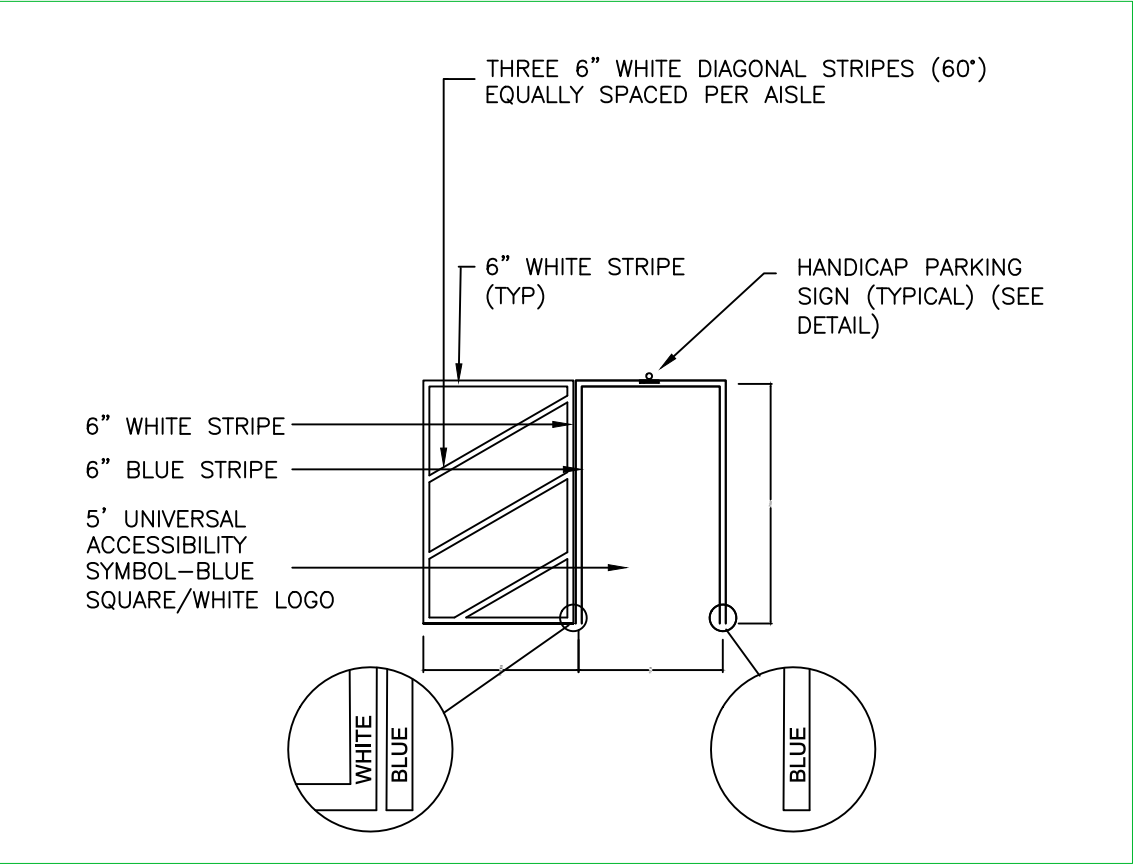
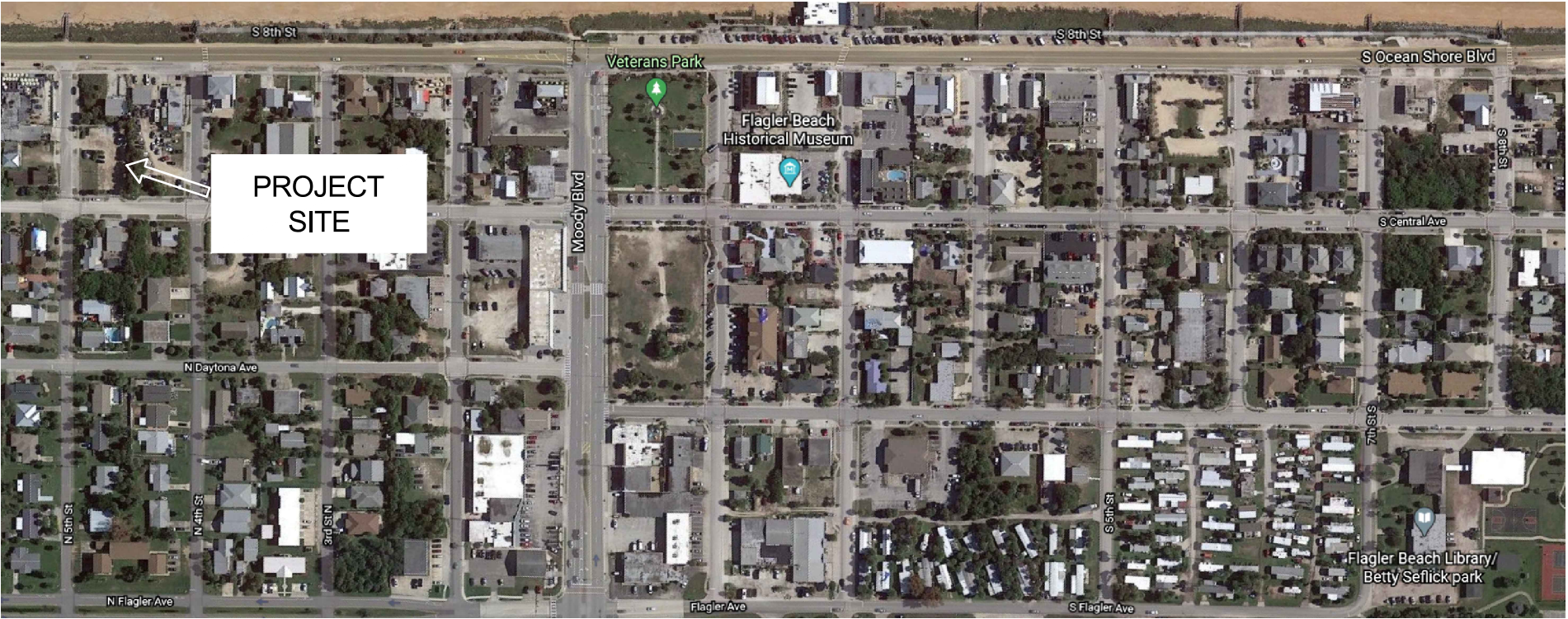
AUTHORIZED SIGNATURE

Print Name and Title: Nicholas Shephard

Date: 11-17-25

BASIC SCOPE OF WORK

- 1. REMOVE ALL WHEEL STOPS EXCEPT THE TWO HANDICAP STOPS. DO NOT DISCARD UNTIL THEY ARE INSPECTED BY THE PROJECT MANAGER.
- 2. REMOVE 12" OF SURFACE MATERIAL WITHIN THE "LIMITS OF PAVERS" AS SHOWN ON THE DRAWINGS.
- 3. COMPACT THE SUBGRADE BASE TO 95% MAX. STANDARD PROCTOR DENSITY (ASTM D698).
- 4. GRADE SUB-SURFACE AT 1% (~1/8" PER FOOT) TO THE APPROXIMATE SLOPE DIRECTIONS SHOWN ON THE PLAN TOWARD EXISTING STORMWATER DETENTION AREA
- 5. ADD GEOTEXTILE FABRIC OVER ENTIRE EXCAVATED AREA AND SIDES.
- 6. ADD A MINIMUM 8" OF COMPACTED AGGREGATE GRAVEL.
- 7. INSTALL EDGE RESTRAINT AS SHOWN ON DRAWINGS.
- 8. ADD 1" BEDDING LAYER, CONFORMING TO ASTM C33 WITH MAXIMUM 1% PASSING A NO. 200 SIEVE.
- 9. INSTALL OPEN-CELLED PAVERS IN RUNNING BOND PATTERN ENSURING THAT ALL UNITS MAINTAIN STRAIGHT PATTERN LINES.
- 10. FILL ALL GAPS, VOIDS, AND PAVER OPENINGS WITH CRUSHED GRAVEL.
- 11. REPLACE WHEEL STOPS THAT ARE DEEMED ADEQUATE BY PM. PURCHASE/INSTALL NEW WHEEL STOPS TO REPLACE THOSE THAT DO NOT PASS THE PM'S INSPECTION.
- 12. POWER WASH HANDICAP CONCRETE PAD. REPAINT HC DECAL AND STALL LINES AS SHOWN ON DRAWINGS.
- 13. PAINT REGULAR STALL LINES AS SHOWN ON DRAWINGS.
- 14. PROVIDE STUB-OUTS FOR WATER AND SANITARY FOR FUTURE TOILET ROOMS. SEE PLANS FOR LOCATIONS OF LATERALS AND RISERS. CALL 811 TO PROVIDE LOCATES OF WATER AND SANITARY MAINS.



1 HANDICAP PARKING DETAIL
Scale: 3/4"=1'



ESTIMATE

DDS Enterprises LLC
463 Shaw Lake Rd
Pierson, FL 32180

DDSEnterprisesLLC@yahoo.com
+1 (386) 490-5831



Bill to
Christine Novak
City of Flagler Beach
105 S 2nd Street
Flagler Beach, Florida 32136

Ship to
Christine Novak
City of Flagler Beach
105 S 2nd Street
Flagler Beach, Florida 32136

Estimate details

Estimate no.: 1042
Estimate date: 01/30/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Miscellaneous Construction	Off Beach Parking Lot #4 upgrades	1	\$164,500.00	\$164,500.00
Total					\$164,500.00

Note to customer

Complete all scope of project provided by City of Flagler Beach.

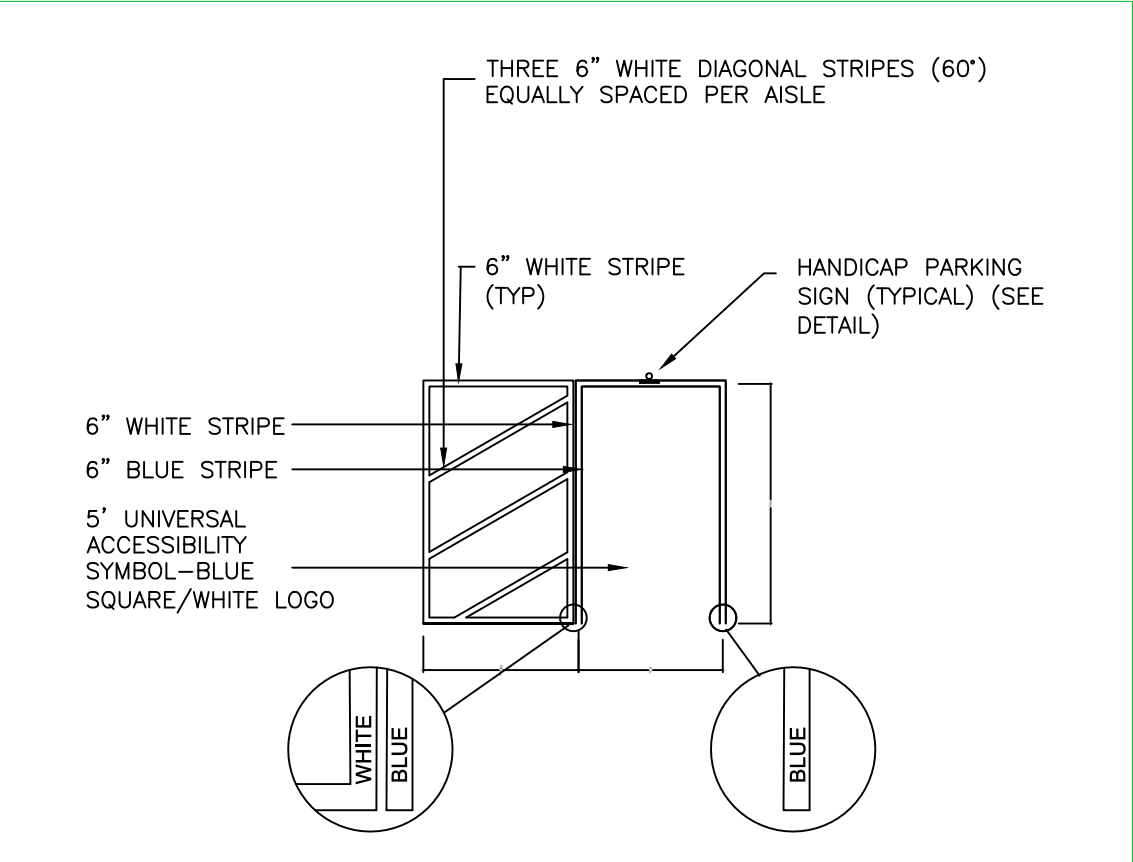
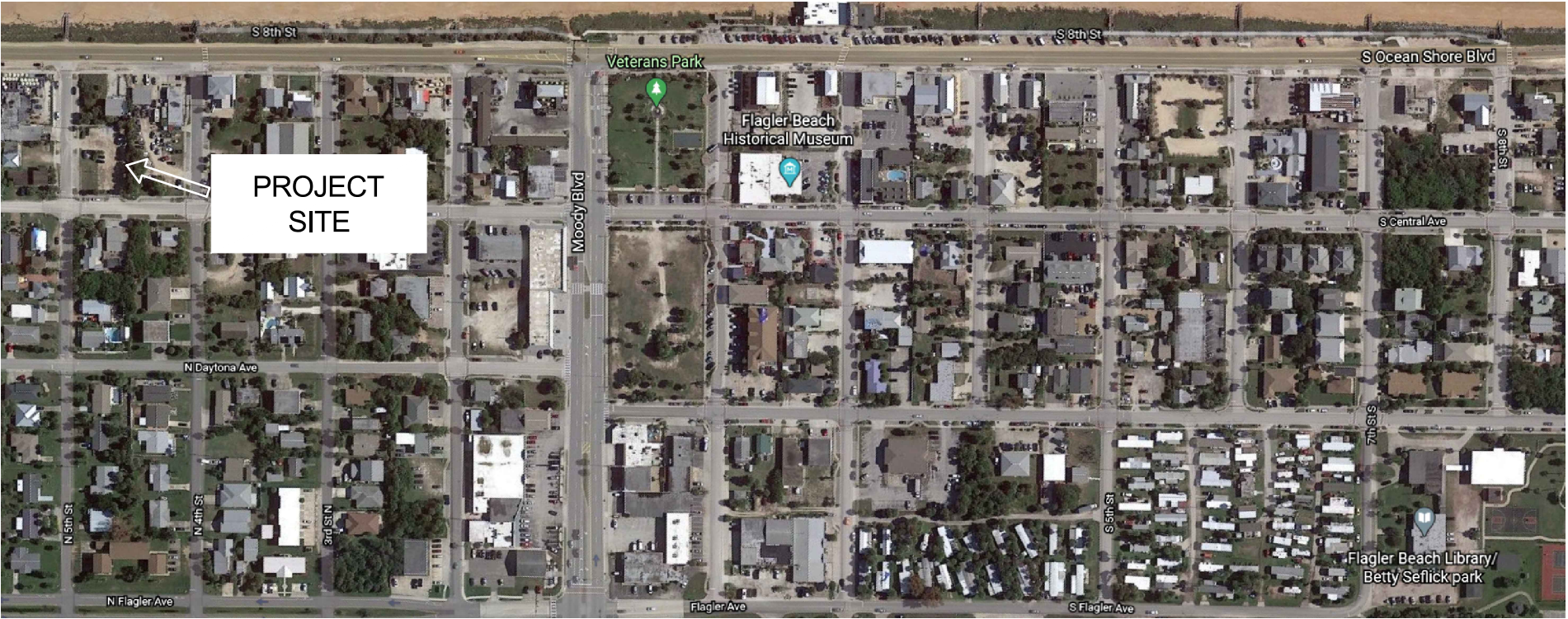
Additional item not on plans included with project total:
-Install approx. 400LF of concrete ribbon curb on border of pavers
as required by manufacturer, 6" x 8" x 400' with (2) #4 rebar

Accepted date

Accepted by

BASIC SCOPE OF WORK

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Scale: 3/4"=1'



ESTIMATE

DDS Enterprises LLC
463 Shaw Lake Rd
Pierson, FL 32180

DDSEnterprisesLLC@yahoo.com
+1 (386) 490-5831



Bill to

Christine Novak
City of Flagler Beach
105 S 2nd Street
Flagler Beach, Florida 32136

Ship to

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Total					\$164,500.00

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Complete all scope of project provided by City of Flagler Beach.

Additional item not on plans included with project total:
-Install approx. 400LF of concrete ribbon curb on border of pavers
as required by manufacturer, 6" x 8" x 400' with (2) #4 rebar

Accepted date

Accepted by



Staff Report

Community Redevelopment Agency Regular Meeting

December 11, 2025



To: Community Redevelopment Agency
From: Casey Ryan, CRA Director
Meeting Date: December 11, 2025
Item Name: Approve Farmers Market Operating Agreement

Background:

The Flagler Strong Farmers Market is a weekly community event that supports local growers, small businesses, and artisans while providing residents with access to fresh, local products. Flagler Strong maintains an annual agreement with the City outlining site use, operations, and compliance. A few updates to this agreement are proposed for the coming year to reflect current needs and ensure the market's continued success.

Fiscal Impact:

Staff Recommendation:

Review and approval of the revised MOU.

Attachments:

1. Farmers Market MOU Draft Nov 2025 PDF
2. Farmers Market MOU Signature Dec 2025
3. Market Layout- Plan A & Plan B

FARMERS MARKET OPERATING AGREEMENT

This Operating Agreement is between Flagler Strong, a 501(c)3 organization, and the City of Flagler Beach (the "City"), and describes the operating conditions, rules, and regulations associated with the Farmers Market (the "Market").

1. **The Market will be open every Saturday, weather permitting, from 9:00 AM to 1:00 PM. Vendors may begin setting up on S. 2nd Street at 7:30 AM and must complete teardown by 2:00 PM.**
2. All vendors must obtain a City of Flagler Beach Local Business Tax Receipt (LBTR). For vendors already possessing a City LBTR, no additional LBTR for participation at the Market will be required.
3. ~~Vendors will be charged a \$15.00 weekly rental fee (payable to Flagler Strong).~~
4. Flagler Strong will be responsible for ensuring compliance with Flagler Beach codes and general cleanliness of the market site. **Flagler Strong will provide a copy of vender agreement and update when changes are made.**
5. **Amplified music may be included as part of market operations, in accordance with the City's Noise Ordinance.**
6. The Market will comply with the regulations described in the City's Land Development Regulations, Sec. 2.06.03.3. Products for sale at the market are defined in the City's Land Development Regulations, Sec. 2.02.00: agricultural products, seafood, licensed products permitted by the Florida Department of Agriculture, cottage food products as defined by the Florida Department of Agriculture, eggs, plants, health food products, arts and crafts, nonprofit organizations and animal rescue adoptions.
7. Vendor participation is capped at thirty vendors. If appropriate, Flagler Strong may request additional vendors, but the request must be approved by the Community Redevelopment Agency (CRA) Director (and subsequently described to the City Commission [Community Redevelopment Agency Executive Board]).
8. The City will provide electricity and trash collection services (at no cost to Flagler Strong or vendors) to support the Market.
9. No off-site signage for the Market is permitted.
10. The location of the Market is identified on the attached map. Flagler Strong will be responsible for appropriately designating the vendor and parking areas of the Market.
11. **The MOU will include the Plan A Map as the standard layout for the Saturday Farmers Market, along with the Plan B Map, which will be used when other events are occurring in Veterans Park concurrently with the market.**

12. The CRA Director is authorized to make amendments to this Agreement, but such amendments must be formally considered and adopted at the next regularly scheduled CRA Executive Board meeting.

13. This Agreement will be reviewed and approved on an annual basis with the concurrence of both parties or terminated (with a minimum of sixty days-notice) by either party.

Patti King, Mayor
CITY OF FLAGLER BEACH, FLORIDA

Date: _____

Tracy Callahan-Hennessey
FLAGLER STRONG

Date: _____

DRAFT

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8. No off-site signage for the Market is permitted.
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10. The MOU will include the Plan A Map as the standard layout for the Saturday Farmers Market, along with the Plan B Map, which will be used when other events are occurring in Veterans Park concurrently with the market.

11. The CRA Director is authorized to make amendments to this Agreement, but such amendments must be formally considered and adopted at the next regularly scheduled CRA Executive Board meeting.
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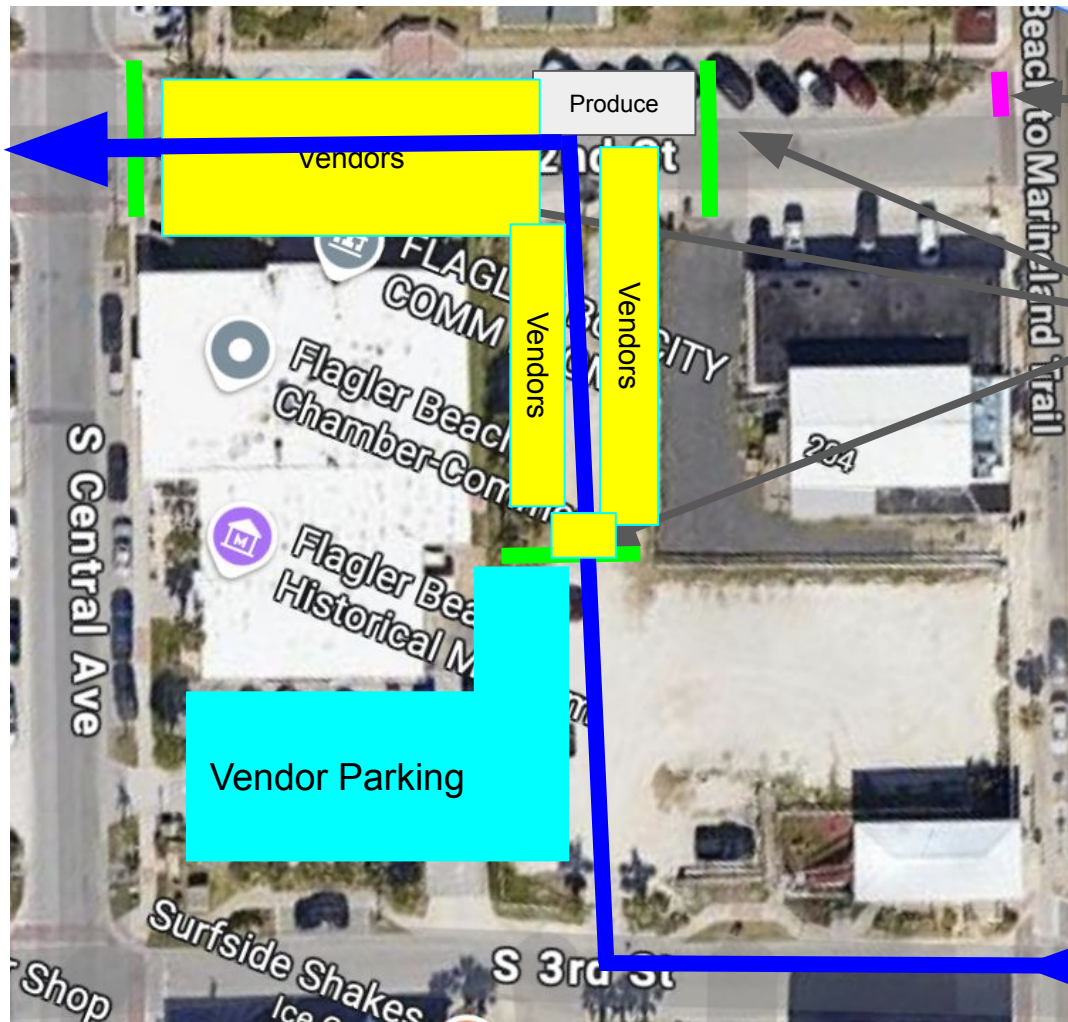
Patti King, Mayor
CITY OF FLAGLER BEACH, FLORIDA

Date: _____

Tracy Callahan-Hennessey
FLAGLER STRONG

Date: _____

Primary Market Plan



No Thru Traffic Sign

Barriers 7:30 - 2:00

Vendor Parking

Produce

vendors

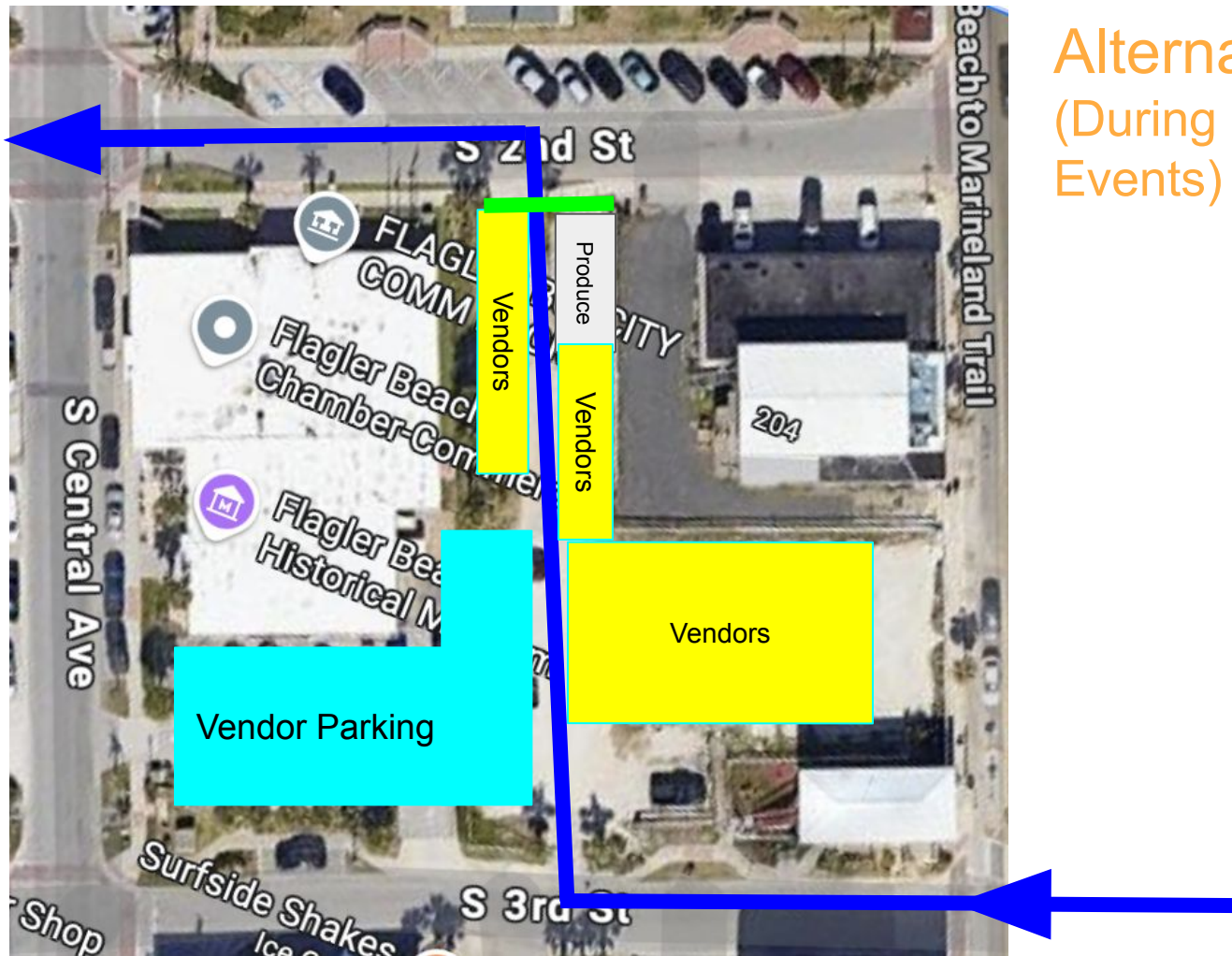
Vendors

Vendors

Vendors

- Unload (7:30-8:30)
- Load (1:00-1:30)

Alternative Market Plan (During other Veterans Park Events)





Staff Report

Community Redevelopment Agency Regular Meeting

December 11, 2025



To: Community Redevelopment Agency
From: Casey Ryan
Meeting Date: December 11, 2025
Item Name: Resolution 2025-107. A Resolution of the Community Redevelopment Agency (CRA) Board of the City of Flagler Beach, Florida, approving the Wickline Playground Project located within the Community Redevelopment Agency (CRA) district; authorizing the use of CRA funds for the project; providing for implementation; and providing an effective date.

Background:

Wickline Park is located within the City's designated Community Redevelopment Agency (CRA) District and serves as a major recreational amenity for residents and visitors. The existing playground equipment is aging and in need of replacement to improve safety, accessibility, and overall functionality.

The City has been awarded a Florida Recreation Development Assistance Program (FRDAP) grant in the amount of \$170,000 to support the upgrade and replacement of the playground. The total cost of the Wickline Playground Project in an amount not to exceed \$340,000, with the remaining \$170,000 funded by the CRA in Fiscal Year 2026.

The proposed project includes installation of new playground structures, safety surfacing, and associated site improvements consistent with the CRA's goals. The improvements support neighborhood revitalization, enhance public facilities, and improve quality of life within the CRA District.

Approval of the proposals and corresponding project funding allows the City to proceed with design, procurement, demolition and removal of existing equipment, site preparation and installation of the new playground.

Fiscal Impact:

\$340,000 total project funding: \$170,000 from the Florida Department of Environmental Protection (FDEP) grant and a required 50% grantee match of \$170,000.

Staff Recommendation: Approval of the Wickline playground Project proposals.

Attachments:

None

RESOLUTION NO. 2025-107

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) BOARD OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE WICKLINE PLAYGROUND PROJECT LOCATED WITHIN THE COMMUNITY REDEVELOPMENT AGENCY (CRA) DISTRICT; AUTHORIZING THE USE OF CRA FUNDS FOR THE PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach established the Community Redevelopment Agency (CRA) to eliminate blight, enhance public facilities, and improve quality of life within the CRA District; and

WHEREAS, Wickline Park is located within the boundaries of the Community Redevelopment Agency (CRA) District and serves as a key public recreation space for residents and visitors; and

WHEREAS, the existing playground facilities at Wickline Park are in need of improvement to enhance safety, accessibility, and recreational value; and

WHEREAS, the CRA Board has determined that the Wickline Playground Project is consistent with the goals and objectives of the CRA Plan, including neighborhood revitalization, enhancement of public amenities, and increased community engagement within the CRA District; and

WHEREAS, the total cost of the Wickline Playground Project in the amount not to exceed \$340,000, of which \$170,000 is funded through grant proceeds and \$170,000 is funded through the Community Redevelopment Agency (CRA), as budgeted in Fiscal Year 2026; and

WHEREAS, the CRA Board finds that the Wickline Playground Project supports the CRA Plan's objectives and serves a valid public purpose within the CRA District.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY (CRA) BOARD OF THE CITY OF FLAGLER BEACH, FLORIDA AS FOLLOWS:

SECTION 1. Approval of Project. The Wickline Playground Project, located within the Community Redevelopment Agency (CRA) District, is hereby approved as a CRA-funded public improvement.

SECTION 2. Funding Authorization. The CRA Board authorizes the use of \$170,000 in CRA funds for the Wickline Playground Project, as appropriated in Fiscal Year 2026.

SECTION 3. Contract and Purchasing Authority. The City Manager is authorized to execute all documents, purchase orders, contracts, and agreements necessary to carry out the Wickline Playground Project, in accordance with City procurement policies.

SECTION 4. Implementation. City Staff is authorized and directed to take all necessary steps to implement this Resolution and the Wickline Playground Project.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon adoption.

Upon motion duly made and carried, the foregoing Resolution was accepted by the Community Redevelopment Agency Board of the City of Flagler Beach this 11th day of December, 2025.

**ATTEST:
FLORIDA**

CITY OF FLAGLER BEACH,

PENNY OVERSTREET,
CITY CLERK

PATTI KING, MAYOR

This Agreement ("Agreement") is entered into between City of Flagler Beach ("Owner") and Playmore West Inc. ("Contractor"), collectively referred to as "Parties," for the furnishing and installation of Playground Equipment and Surfacing at Wickline Park.

1. Scope of Work

Contractor shall provide and install playground equipment and surfacing at Wickline Park as shown on the attached Engineered Drawings.

Scope includes:

- Supply and delivery of all Playworld equipment per the attached final estimate #EST2604
- Installation of all equipment per manufacturer specifications
- Coordination of signed and sealed engineered drawings and permitting
- Site cleanup and final inspection following installation

2. Estimated Project Timeline

The project shall proceed according to the following estimated timeline (subject to permitting and material lead times):

Phase	Duration	Description
Signed & Sealed Engineered Drawings	4-6 weeks	Begins upon receipt of signed contract
Permit Processing	4 weeks	Based on local permitting department
Playworld Equipment Lead Time	8 weeks	Begins after permit approval
Installation of Turf Surfacing & Concrete Border	1-2 weeks	

3. Payment Terms

Total project cost: \$247,662.85. Equipment is billed at net 30 when shipped. The remaining balance is billed at net 30 after project completion. Payments may be made via ACH or check.

4. Warranty

All equipment, surfacing, and installation are warranted by Playmore for a period of one year from the substantial completion date. After one year, any additional manufacturer's warranties will remain in effect. Manufacturer's warranty claims are to be processed by the manufacturer. Playmore assumes no responsibility for these additional warranties.

See the attached Playworld and Sunshine Turf warranties for more information.

5. Insurance & Compliance

Contractor shall maintain all required insurance coverage and comply with applicable federal, state, and local laws, ordinances, and regulations governing the work.

6. Acceptance

This Agreement, including all attached documents, constitutes the full understanding between the Parties.

Attachments:

1. Playmore Quote
2. Playworld Warranty
3. Sunshine Turf Warranty

Authorized Signatures

Playmore West Inc.

Name: _____

Signature: _____

Title: _____

Date: _____

City of Flagler Beach

Name: _____

Signature: _____

Title: _____

Date: _____

PO/Reference #: _____

PLAYWORLD LIMITED WARRANTY

Playworld Systems, Inc. warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

1. **LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Steel deck support posts, stainless steel hardware, clamps, deck hangers, post caps and cast aluminum parts, except as otherwise specified below.

2. **LIMITED TWENTYFIVE (25) YEAR WARRANTY:** Spring Mates® aluminum castings.

3. **LIMITED FIFTEEN (15) YEAR WARRANTY:** Perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, Playwood recycled plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.

4. **LIMITED TEN (10) YEAR WARRANTY:** Fiberglass signage, Fun Centers™, FirstPlay™ play structures, pre-cast PolyFiberCrete® or reinforced concrete products, Timber Stacks™ Robinia timbers and galvanized hardware, non-stainless steel hardware, fabric shade steel frames and Shadesure® and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)

5. **LIMITED FIVE (5) YEAR WARRANTY:** Steel reinforced cable net and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating), PlaySimple® play structures, DropZone Tower™, LiveWire Zip Line™ (except as otherwise specified below), AeroGlider™, Border Timbers™, wood and polycarbonate panels, PE coating and PVC coating (against cracking and peeling), site amenities (i.e. benches, tables, litter receptacles, and bike racks), GFRP (Glass Fiber Reinforced Polymer) products, accessible swing seats latch and hinge mechanism, and motion/moving play components and parts. Concerto products (Note Exception: Warranty does not cover mallets or Tall Chime cable assemblies). Turf material used as part of products.

6. **LIMITED THREE (3) YEAR WARRANTY:** Steel coil and C springs, flat webbing nets (excluding normal wear and tear), electronic panel speakers, sound chips, flex treads, and circuit boards.

7. **LIMITED ONE (1) YEAR WARRANTY:** NEOS®, electronic based play products, swing chain, swing clives, swing galvanized attachment hardware, molded rubber bumpers, handholds, swing seats, and any other materials or custom products not covered above, all high wear items such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products. (*For NEOS only, an extended 3-year warranty is available for purchase, providing 4 years of cumulative coverage.)

8. **LIMITED SIX (6) MONTHS WARRANTY:** PlaySoleil solar powered light.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace

them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or non-conforming parts or to install repaired or replacement parts. By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Union County in the State of Pennsylvania.

LIMITATIONS: All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer end user for products purchased from Playworld or a Playworld authorized reseller, and are not transferable.

Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions.

Warranties specifically do not cover Playworld products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence color fade, discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Playworld parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- for changes in appearance of natural materials over time or cosmetic defects such as checks or splits in timber components;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

Playworld does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, OR USE ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION, OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.



Safety & Standards



CERTIFICATIONS AND SAFETY STANDARDS: ISO 14001 certification guarantees that Playworld Systems, Inc. meets the highest standards for environmental responsible manufacturing.



ISO 9001 certification guarantees that Playworld Systems, Inc. meets stringent quality-control standards in manufacturing our play equipment.

The Consumer Product Safety Commission (CPSC) – Look for “CPSC Pub.325” to see Playworld Systems, Inc.’s CPSC-compliant products

- **CPSIA** – Playworld Systems, Inc.’s products meet or exceed the requirements of the Consumer Products Safety Improvement Act (CPSIA) of 2008



The European Norm (EN) covers general safety requirements and test methods. Look for “EN1176” to see Playworld Systems, Inc.’s EN-compliant products



The European RoHS directive restricts the use of six hazardous materials in the manufacture of electronic equipment, and seeks to reduce the amount of hazardous materials entering electronic products. All Playworld Systems, Inc.’s electronic products are RoHS compliant.

- **Singaporean Standard** – Based primarily on the ASTM standards, the Singaporean Standard is widely used throughout Asia.



In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service

whereby a designated independent laboratory, TÜV SÜD America Inc., (TUV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 10 and 11; or both. A list of current validated products may be viewed at www.ipema.org.

In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification program whereby a designated independent laboratory, TÜV SÜD America Inc., (TUV), validates a surfacing manufacturer's certification of conformance to ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion, Section 4.2; ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment Performance Criterion (in its entirety); ASTM F3351, Standard Test Method for Impact Testing in Laboratory at Specified Test Height; and for an engineered wood fiber manufacturer its certification of conformance, also to ASTM F2075, Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment; and for a Loose Fill Rubber manufacturer its certification of conformance, also to ASTM F3012, Standard Specification for Loose Fill Rubber for Use as a Playground Safety Surface under and around Playground Equipment. A list of current validated products, their thickness and critical height may be viewed at www.ipema.org.

TERMS OF SALE • PRICES: Prices are subject to change without notice. Unless otherwise stated in writing, all prices are FOB, Lewisburg, PA, USA, and shall be exclusive of installation, surfacing, transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, and other charges. **DESIGN:** Playworld Systems, Inc. continually improves play equipment to better serve our customers and therefore reserves the right to change the design specifications without notice.



Sunshine Turf 1036 Dunn Ave Ste 4-238 | Jacksonville, Florida 32218 (904) 892-0580

Sunshine Turf Workmanship Warranty

Fully Transferable

Duration: 15 Years

Coverage:

Sunshine Turf hereby warrants the workmanship of its synthetic turf installations for a period of 15 years from the date of installation. This warranty covers any faults arising from inadequate workmanship or poor installation, including but not limited to:

- Edges coming undone due to improper securing during initial installation.
- Seams unraveling due to insufficient turf adhesive application.
- Uneven surface due to improper leveling or base preparation.

Exclusions:

This warranty does not cover damages resulting from:

- Acts of God or natural disasters such as hurricanes, earthquakes, or floods.
- Improper maintenance or use of the synthetic turf.
- Damage caused by animals, vehicles, or excessive foot traffic.

Prorated Coverage:

- First 3 Years: Sunshine Turf covers 100% of the cost for any warranted repairs or replacements.
- Years 4-15: Sunshine Turf assumes financial responsibility for warranted repairs or replacements, according to the following prorated schedule:
 - Year 4: Sunshine Turf covers 80% of the cost.
 - Year 5: Sunshine Turf covers 70% of the cost.
 - Year 6: Sunshine Turf covers 60% of the cost.
 - Year 7: Sunshine Turf covers 50% of the cost.
 - Year 8: Sunshine Turf covers 40% of the cost.
 - Year 9: Sunshine Turf covers 30% of the cost.
 - Year 10: Sunshine Turf covers 20% of the cost.
 - Year 11: Sunshine Turf covers 10% of the cost.
 - Year 12-15: Sunshine Turf covers 5% of the cost.

Claims Process:

To file a warranty claim, the customer must provide proof of purchase and evidence of the defect. Upon verification, Sunshine Turf will assess the necessary repairs or replacements and provide a cost estimate. The customer's financial responsibility, based on the prorated coverage, will be outlined in the estimate.

Limitation of Liability:

Sunshine Turf's liability under this warranty is limited to the repair or replacement of the defective synthetic turf installation as determined by Sunshine Turf. This warranty is transferable and applies to the property at which the installation was completed.

Disclaimer:

This warranty is the sole and exclusive warranty offered by Sunshine Turf for its synthetic turf installations and supersedes any other warranties, whether express or implied. Sunshine Turf shall not be liable for any incidental or consequential damages arising from the breach of this warranty.



Proposal

#EST2604

Bill To
City of Flagler Beach
105 S. 2nd Street
Flagler Beach FL 32136

Ship To
City of Flagler Beach
105 S. 2nd Street
Flagler Beach FL 32136

Proposal Date	Project Manager
12/2/2025	Emily F Kois

Title:
Memo: *2025 pricing valid until 12/21/25.

Project Name		Project ID	Terms
City of Flagler Beach : Wickline Park		24151	Net 30
Quantity	Description	Unit Price	Total Extended
1	Playworld Challengers Custom Structure, PM23391C	\$129,965.00	\$129,965.00
1	Playworld FC12-702, Design #2	\$15,542.00	\$15,542.00
2	Playworld ZZXX0260 BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	\$181.00	\$362.00
1	Playworld ZZXX0260 BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	\$181.00	\$181.00
1	Playworld ZZXX0493 SPRING RIDER FOOTER FRAME	\$1,811.00	\$1,811.00
1	Playworld ZZXX0741 TURTLE WITH COIL SPRING	\$5,211.00	\$5,211.00
1	Playworld ZZXX0801 TRUCK	\$2,039.00	\$2,039.00
1	Playworld ZZXX0888 GARDEN SENSORY WALL FOR 1 INSERT	\$1,631.00	\$1,631.00
1	Playworld ZZXX0892 ACCESSIBLE SWING SEAT- 8ft TOP RAIL	\$2,822.00	\$2,822.00
1	Playworld ZZXX0930 3.5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL	\$1,694.00	\$1,694.00
1	Playworld ZZXX0932 3.5in OD STEEL ARCH SWING 2-UNIT ADD-A-BAY		\$161,673.00
	Subtotal		
	Subtotal	-5%	(\$8,083.65)
	School District of Manatee County Contract 26-0041-MR Discount	\$56,585.55	\$56,585.55
1	Play Equipment Installation *Less than Manatee Contract 26-0041-MR	\$8,782.50	\$8,782.50
1	Freight	\$18.50	\$64,250.50
3,473	Playground Surfacing 3473 sf of Turf	\$33.50	\$8,140.50
243	Concrete Curb Ribbon Curb	\$1,500.00	\$1,500.00
1	Receive and Unload Deliveries		



Proposal

#EST2604

	Discount Courtesy *Expires 12/31/25	(\$56,585.55)	(\$56,585.55)
1	Engineered Drawings	\$1,875.00	\$1,875.00
1	Building Permit Processing and Fees	\$9,525.00	\$9,525.00
<i>THIS PROPOSAL IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS</i>		Subtotal	\$247,662.85
		Tax	\$0.00
		Total	\$247,662.85

Accepted By

Printed Name: _____

Signature: _____

Date: _____

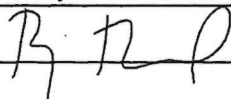
PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

PO/Reference #: _____

THANK YOU!

Accepted By (Playmore):

Printed Name: Ryan Russell

Signature:  Date: 12/08/2025

Accepted By (City of Flagler Beach / Mayor Patti King):

Printed Name: Patti King

Title: Mayor Signature: _____ Date: _____

PO/Reference #: _____



Proposal

#EST2604

Standard Terms and Conditions

General Terms:

Acceptance by a signature, purchase order, or contract based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal, including the following:

- Prices are valid for 30 days, unless otherwise noted. After 30 days, prices are subject to change without notice.
- Sales Tax will be charged unless a valid Sales Tax Exemption Certificate is presented with order.
- Specify all colors and options in writing. Any discrepancies that arise due to oral selections will be the responsibility of the customer.
- If the customer is installing equipment, all equipment is to be installed according to the manufacturer's instructions and applicable guidelines.
- Installation, site work, permits, engineering, etc. are not included unless noted.

Warranties. All equipment, surfacing, and installation is warranted by Playmore for a period of one year from substantial completion date. After one year, any additional manufacturer's warranties will remain in effect. Manufacturer's warranty claims to be processed by manufacturer. Playmore assumes no responsibility for these additional warranties.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer installs something contrary to the guidelines, they accept all responsibility for any liability and future litigation that may arise.

Price Includes Standard Design or Includes (as configured):

- Equipment
- Delivery
- Installation
- Moving New Equipment at Job Site
- Layout of Equipment
- Installation of Equipment per Manufacturer's instructions
- Trash Clean Up (unless noted)

Installation Customer Responsibilities (unless otherwise noted in proposal):

- Site Plans and Surveys
- Trash Disposal or Dumpsters
- Provide Area for Storage and Staging
- Site Security
- Private Utility Locates
- Removal of Existing Equipment
- Site Prep, Grading, Drainage Systems, etc.
- Accept Deliveries and Unload Equipment

Building Permits:

Building permits are the responsibility of the owner. If a building permit is required for your project, 5% will be added to the total price if not already included in the proposal.

NOTE - All zoning, planning, health, environmental, architectural, etc. permits, reviews, and approvals are the responsibility of others as well as any required site plans or other supporting documents. If signed and sealed engineered drawings are needed, additional charges will apply if not included in the proposal.

Theft/Vandalism. The customer is responsible for securing the site and equipment and accepts all responsibility for theft and vandalism. Any additional equipment and labor required to replace such equipment is the responsibility of the customer.

Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as to sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage, such as providing plywood over sod for access unless included in proposal. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer if not included in the proposal.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rocks, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Any other responsibilities must be clearly outlined in the proposal.

GENERAL TERMS ADDENDUM

The parties to this Agreement further agree to the following General Terms. To the extent of any conflict between these General Terms and any other provision of the Agreement between the parties, these General Terms shall control unless specifically waived by the parties.

1. Public Entity Crime. In accordance with Fla. Stat. § 287.133, no person or affiliate, as defined in therein, shall be allowed to contract with the City, nor be allowed to enter into a subcontract for work under this Agreement, 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 affirms that neither Contractor nor any of Contractor's affiliates or subcontractors are on the convicted vendor list. Contractor shall notify the City immediately if Contractor, or any affiliate or subcontractor, is placed on the convicted vendor list during the term of this Agreement. Contractor acknowledges that failure to comply with this provision may result in the immediate termination of this Agreement and other penalties as provided by law.

2. Scrutinized Companies. In accordance with Fla. Stat. § 287.135, 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 or Other Entities 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 or Other Entities 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 or Other Entities that Boycott Israel List during the term of this Agreement, Contractor shall immediately notify the City. Contractor acknowledges that failure to comply with this provision, including any false certification, may subject Contractor to civil penalties, immediate termination of this Agreement without regard for any notice provisions set forth herein, and any other remedies available under law.

3. Employment Eligibility Verification. Pursuant to Fla. Stat. § 448.095(5), 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 this Agreement 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 Fla. Stat. § 448.095. Contractor shall retain a copy of the affidavit for the duration of this Agreement and provide it to the 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 Fla. Stat. § 448.095. Upon request, Contractor shall provide evidence of such registration and compliance. Contractor acknowledges that failure to comply with this provision, including failure to secure and retain subcontractor affidavits, may result in termination of this Agreement and other penalties as provided by law.

4. Human Trafficking Affidavit. Contractor hereby certifies that Contractor does not use coercion for labor or services, as those terms are defined in Fla. Stat. § 787.06, and that Contractor has provided to the City an executed Human Trafficking Affidavit in accordance with Fla. Stat. § 787.06.

5. Public Records.

(a) Pursuant to Fla. Stat. § 119.0701, Contractor agrees to:

- (1) Keep and maintain public records in the Contractor's possession or control in connection with Contractor's performance of services under this Agreement.
- (2) Upon request from the City's custodian of public records, provide the 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 Fla. Stat. Ch. 119, or as otherwise provided by law.
- (3) 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 Agreement term, and following completion of this Agreement until the records are transferred to the City.
- (4) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the 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 the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the 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.

(b) Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City and other penalties as provided by law.

- 1) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK
105 S SECOND STREET
FLAGLER BEACH, FLORIDA 32136
TELEPHONE # 386-517-2000
EMAIL poverstreet@cityofflaglerbeach.com**

6. Sovereign Immunity. The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Fla. Stat. § 768.28. Notwithstanding anything set forth in any section, article, or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability that have been 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 Agreement 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. If any portion of this provision is deemed unenforceable by a court of competent jurisdiction, the remainder shall be deemed severable and shall remain in full force and effect. The provisions and obligations of this paragraph SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Agreement.

7. Incorporation of Grant Agreement. Agreement Number P5201, including its exhibits and attachments, between the Florida Department of Environmental Protection and the City of Flagler Beach (the "Grant Agreement") is attached hereto and made a part hereof. At all times, Contractor shall act in accordance with any applicable provisions of the Grant Agreement. In the event of any conflict between the Grant Agreement and any other provision of the Agreement, the Grant Agreement shall take priority.

PLAYMORE WEST, INC.

CITY OF FLAGLER BEACH

By: _____

Print Name: _____

Print Title: _____

By: _____

Patti King

Mayor

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Wickline Park Playground	Agreement Number: P5021
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: City of Flagler Beach	Entity Type: Local Government
Grantee Address: PO Box 70, Flagler Beach, 32136	FEID: 59-6000605
(Grantee)	
3. Agreement Begin Date: Upon execution	Date of Expiration: June 30, 2027
4. Project Number: P25021 <i>(If different from Agreement Number)</i>	Project Location(s): 800 S Daytona Ave, Flagler Beach, FL, 32136
Project Description: New - playground	

5. Total Amount of Funding: \$170,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	Line Item #1829, GAA, FY2024-2025	\$ 170,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 170,000.00
Total Amount of Funding + Grantee Match, if any:			\$ 340,000.00

6. Department's Grant Manager Name: <u>Jeremy Pe</u> or successor Address: <u>3900 Commonwealth Blvd.</u> <u>Tallahassee, FL</u> <u>32399-3000</u> Phone: <u>850-245-2732</u> Email: <u>jeremy.pe@floridadep.gov</u>	Grantee's Grant Manager Name: <u>Katherine Monroy</u> or successor Address: <u>105 S. 2ND STREET</u> <u>Flagler Beach, FL</u> <u>32136</u> Phone: <u>386-517-2000 ext. 238</u> Email: <u>KMonroy@cityofflaglerbeach.com</u>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Flagler Beach

GRANTEE

Grantee Name

By

Patti King
(Authorized Signature)

October 24th 2024

Date Signed

Patti King, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

Mara

Digitally signed by Mara Gambineri

By

Gambineri

Date: 2024.11.25 16:03:33 -05'00'

Secretary or Designee

Date Signed

Mara Gambineri, Deputy Secretary for Land and Recreation

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. **Acceptance Process.** All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. **Rejection of Deliverables.** The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. **Withholding Payment.** In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. **Invoice reduction**

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. **Corrective Action Plan.** If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

- does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. **Rural Communities and Rural Areas of Opportunity.** If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
- Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.
- This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. **State Funds Documentation.** Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
- Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.
The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
 - h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
 - i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
 - j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
 - k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
 - l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.
- 9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**
If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:
- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
 - b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
 - c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

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price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. **Signage Requirements**

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
- Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. P5021

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Wickline Park Playground. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which the agreement was entered in to, through the date of expiration.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☒	☒	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☒	a. Fringe Benefits, N/A.
☒	☒	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☒	Rental/Lease of Equipment
☒	☒	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50 percent match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$170,000.00 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2024, or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. **Commercial General Liability Insurance.**
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. **Commercial Automobile Insurance.**
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. **Workers' Compensation and Employer's Liability Coverage.**
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
Project Name: Wickline Park Playground
Grantee Name: City of Flagler Beach
FRDAP Project # P25021

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 105 S. 2ND Street Flagler Beach FL, 32136 and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒ This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2027.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. A match is required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$170,000
Required Grantee Match Amount:	\$170,000
Total Estimated Project Cost:	\$340,000
Match Ratio:	50:50

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Development of Commencement Documentation Checklist (DRP-107) ¹ . 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1 The Department will issue "Notice to Commence" upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. The Grantee may not proceed with development of the Project until Notice to Commence has been issued.	180 calendar days after Execution of Agreement ² <i>Oct 24, 2029</i>	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 2.A. Development of Primary and Support Project Elements, which includes a new playground. 2.B. Development of Completion of Documentation Checklist (DRP-111). 2.C. Completion of Final Status Report (DRP-109).	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. Development of required Project Elements. 2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) 2.C. Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant	Due April 30, 2027, which shall also be the Project Completion Date ³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
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Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
1829	General Appropriations Act Line Item 1829 – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Land Acquisition Trust Fund	2024-2025	37.017	Florida Recreation Development Assistance Program	\$170,000.00	140002
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$170,000.00	

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
Status Reports.
 - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
 - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
 - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Florida Department of Environmental Protection

EXHIBIT A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: Adobe Signature

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:**Period Covered** (Check Appropriate Period):

- ☐ January through April:
☐ May through August:
☐ September through December:
☐ Final Status Report

Due May 5th
Due September 5th
Due January 5th

Date from Project Completion Certification: _____

LIAISON: _____
Signature

_____ Date

DRP-109 (Effective 05-22-2015)

Page 2 of 2



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date







10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966

(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free

Order Information

Page 1 of 3

Project Name: Wickline Park

Project #: 24151

Start Date: 2/2/2026

Completion Date: _____

Ship to / Customer Install Contact:

Contact:	Todd Anderson
Title:	Project Manager
Organization:	City of Flagler Beach
Address:	800 South Daytona Avenue
City:	Flagler Beach
State, Zip:	FL, 32136
Telephone:	(386) 393-7861
Email:	tanderson@cityofflaglerbeach.com

Bill to:

Check box if same as PO ☒

Contact:	
Title:	
Organization:	City of Flagler Beach
Address:	
City:	
State, Zip:	
Telephone:	
Email:	

Site Address: Check box if same as Ship to ☐

Address:	800 South Daytona Avenue
City:	Flagler Beach
State, Zip:	FL, 32136

End User:

Check box if same as Ship to ☐

Contact:	
Title:	
Organization:	City of Flagler Beach
Address:	
City:	Flagler Beach
State, Zip:	FL 32136
Telephone:	386-517-2000
Email:	

Preferred Installer:

Company:	
Telephone:	
Email:	

Delivery Call Ahead:

Contact:	Todd Anderson
----------	---------------

Telephone: (386) 393-7861

Colors (Any change to colors must be made in writing. Additional attachments must be signed by customer):

Playground: Custom structure / colors from design PM23391C	Surfacing: Turf from Sunshine Turf Colors: Blue, light blue and <u>yellow/orange</u>
	Site Amenities/Shades/Shelter/Other:

Order Information

Page 2 of 3

Project Name: Wickline Park

Additional Info / Install Notes / Site Plan (Additional attachments must be signed by customer):

Per customer -

We will not need a demolition, excavation, or site-clearing proposal from Playmore. We will move forward with the Playground Proposal only. Please update the proposal to include signature lines for both Playmore (endorsed by Playmore) and Mayor Patti King so we can begin procurement. We are also gathering costs for onsite containers in lieu of transporting material offsite.

General Terms:

Acceptance by a signature, purchase order, or contract based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal, including the following:

- Prices are valid for 30 days, unless otherwise noted. After 30 days, prices are subject to change without notice.
- Sales Tax will be charged unless a valid Sales Tax Exemption Certificate is presented with order.
- Specify all colors and options in writing. Any discrepancies that arise due to oral selections will be the responsibility of the customer.
- If the customer is installing equipment, all equipment is to be installed according to the manufacturer's instructions and applicable guidelines.
- Installation, site work, permits, engineering, etc. are not included unless noted.

Warranties. All equipment, surfacing, and installation is warranted by Playmore for a period of one year from substantial completion date. After one year, any additional manufacturer's warranties will remain in effect. Manufacturer's warranty claims to be processed by manufacturer. Playmore assumes no responsibility for these additional warranties.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer installs something contrary to the guidelines, they accept all responsibility for any liability and future litigation that may arise.

Order Information

Page 3 of 3

Project Name: Wickline Park

Installation Standard Services Include (as required):

- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Public Utility Check (Sunshine State One Call)
- Moving New Equipment at Job Site
- Layout of Equipment
- Installation of Equipment per Manufacturer's Instructions
- Trash Clean Up (Leave on-site)
- Post-Installation Walk Through

Installation Customer Responsibilities (unless otherwise noted in proposal):

- Site Plans and Surveys
- Trash Disposal or Dumpsters
- Provide Area for Storage and Staging
- Site Security
- Private Utility Locates
- Removal of Existing Equipment
- Site Prep, Grading, Drainage Systems, etc.
- Accept Deliveries and Unload Equipment

red
\$1,500 for
this

Building Permits:

Building permits are the responsibility of the owner. If a building permit is required for your project, 5% will be added to the total price if not already included in the proposal.

NOTE – All zoning, planning, health, environmental, architectural, etc. permits, reviews, and approvals are the responsibility of others as well as any required site plans or other supporting documents. If signed and sealed engineered drawings are needed, additional charges will apply if not included in the proposal.

Theft/Vandalism. The customer is responsible for securing the site and equipment and accepts all responsibility for theft and vandalism. Any additional equipment and labor required to replace such equipment is the responsibility of the customer.

Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as to sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage, such as providing plywood over sod for access unless included in proposal. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer if not included in the proposal.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rocks, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Any other responsibilities must be clearly outlined in the proposal.

X

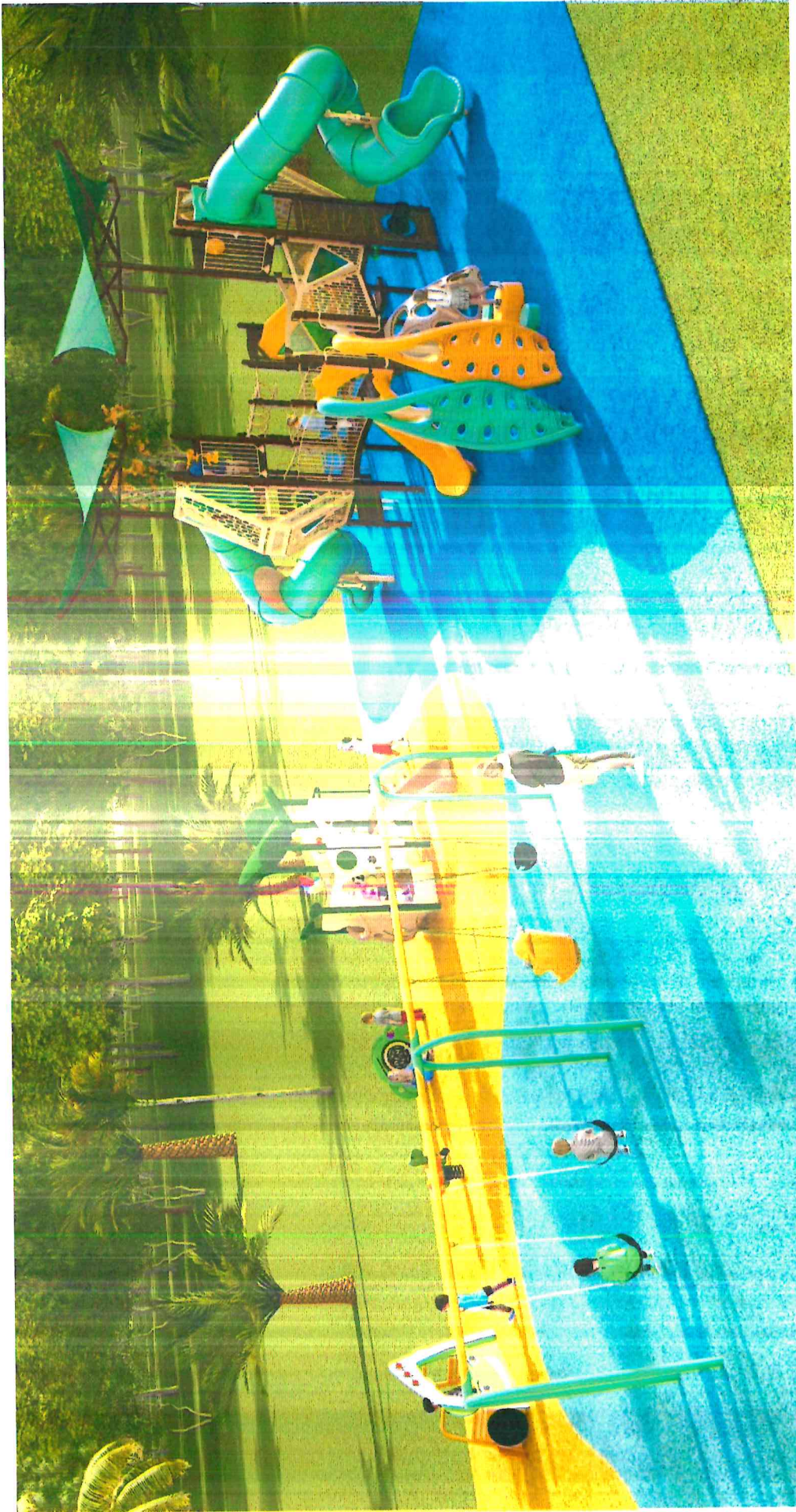
Customer Signature

Date

Name (Print)

Title

Organization



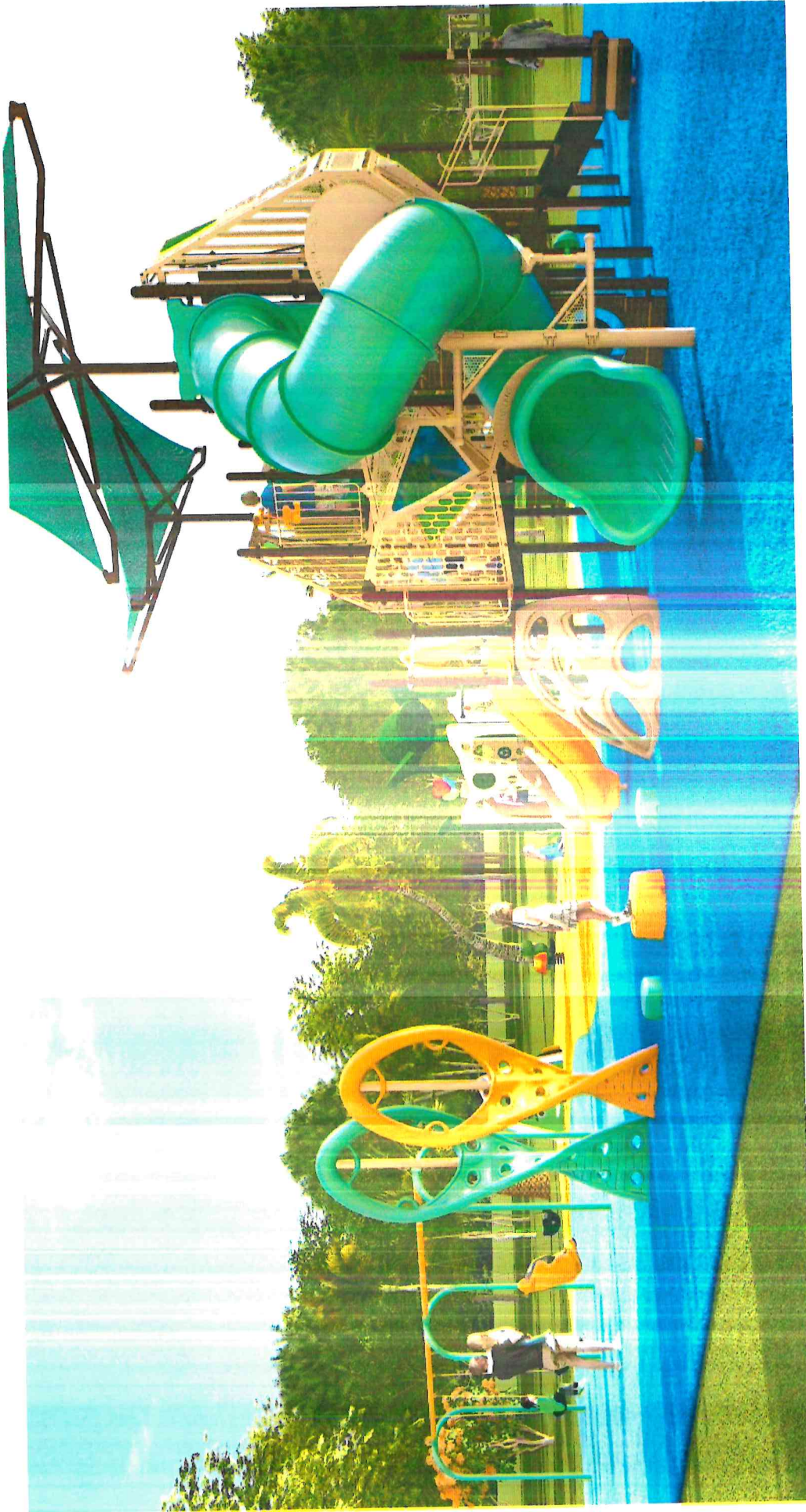
Wickline Park Playground Renovation Flagler Beach, FL

Representing: **playmore** **PLAYWORLD** Project No: PM23391C



Wickline Park Playground Renovation
Flagler Beach, FL

Representing:  Project No: PM23391C

Project No:
PM23391C

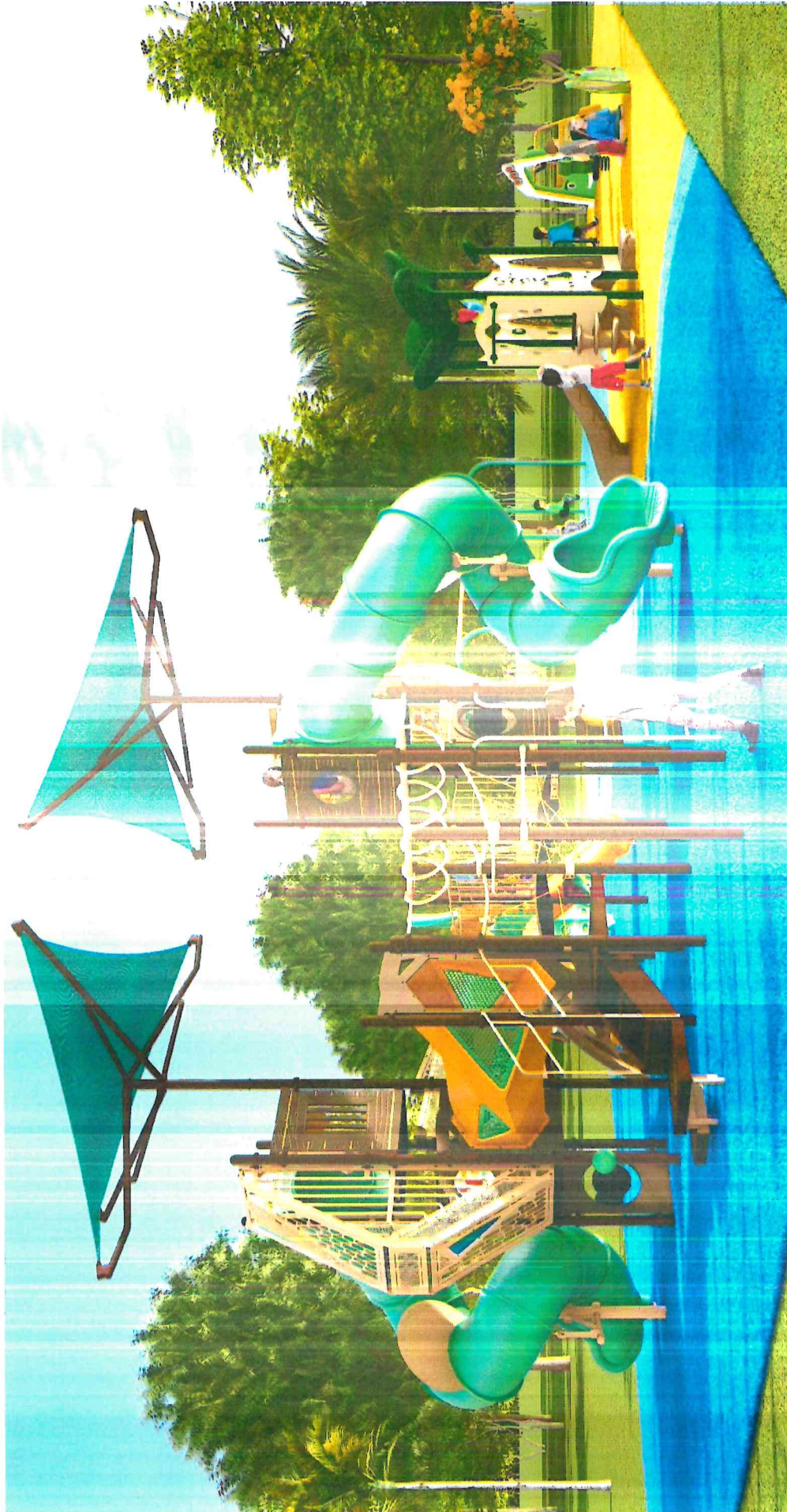
Representing:
PLAYWORLD



Wickline Park Playground Renovation
Flagler Beach, FL



Wickline Park Playground Renovation
Flagler Beach, FL



Wickline Park Playground Renovation
Flagler Beach, FL

Project No:
PM23391C

Representing:
PLAYWORLD





Wickline Park Playground Renovation
Flagler Beach, FL



Wickline Park Playground Renovation
Flagler Beach, FL

Project No:
PM23391C





Wickline Park Playground Renovation
Flagler Beach, FL

Representing:  Project No: PM23391C




Project No:
PM23391C



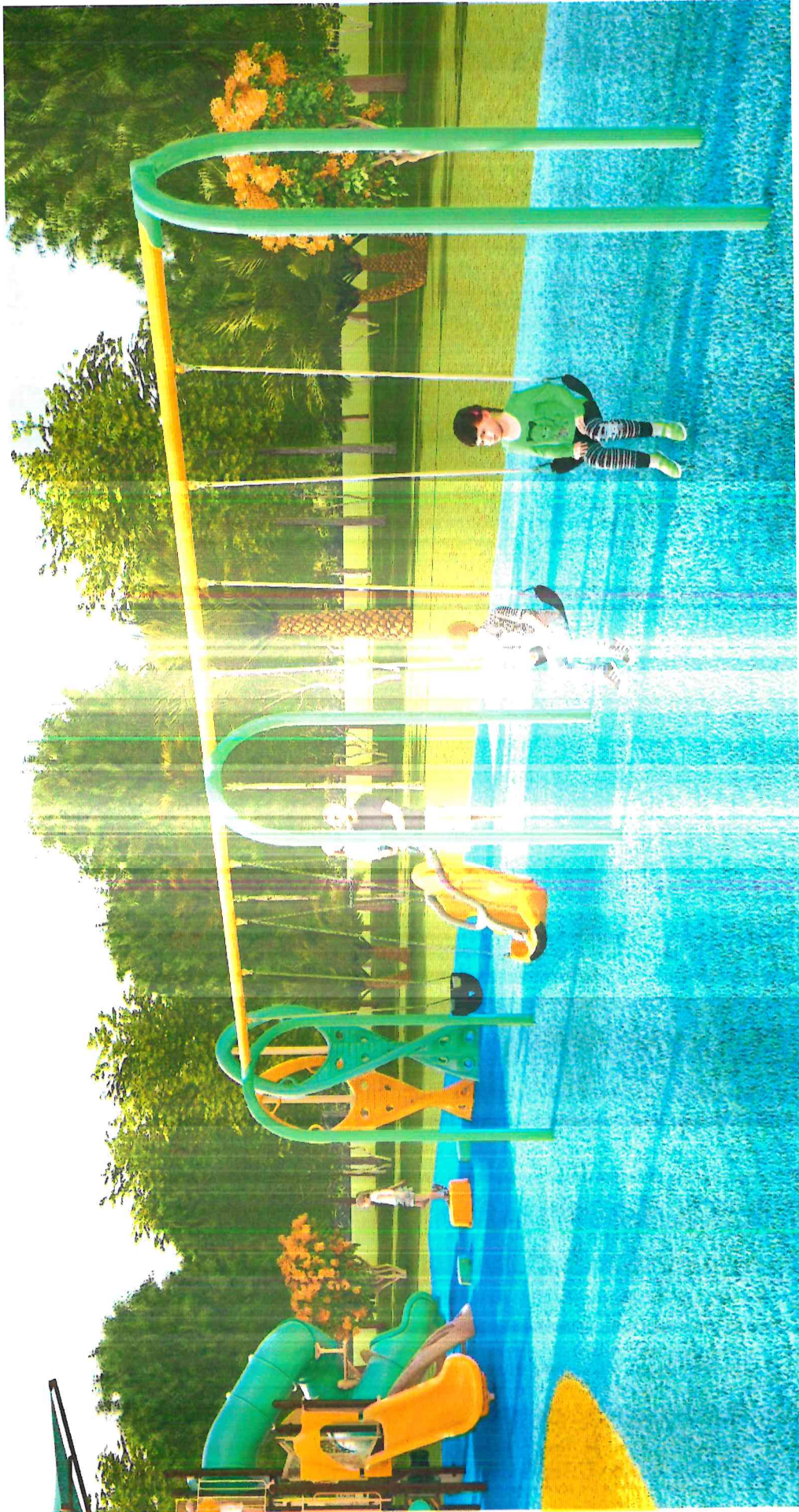
Representing:

Wickline Park Playground Renovation
Flagler Beach, FL



Wickline Park Playground Renovation Flagler Beach, FL

Representing: **playmore** **PLAYWORLD** Project No: PM23391C



Project No:
PM23391C

Representing:
PLAYWORLD

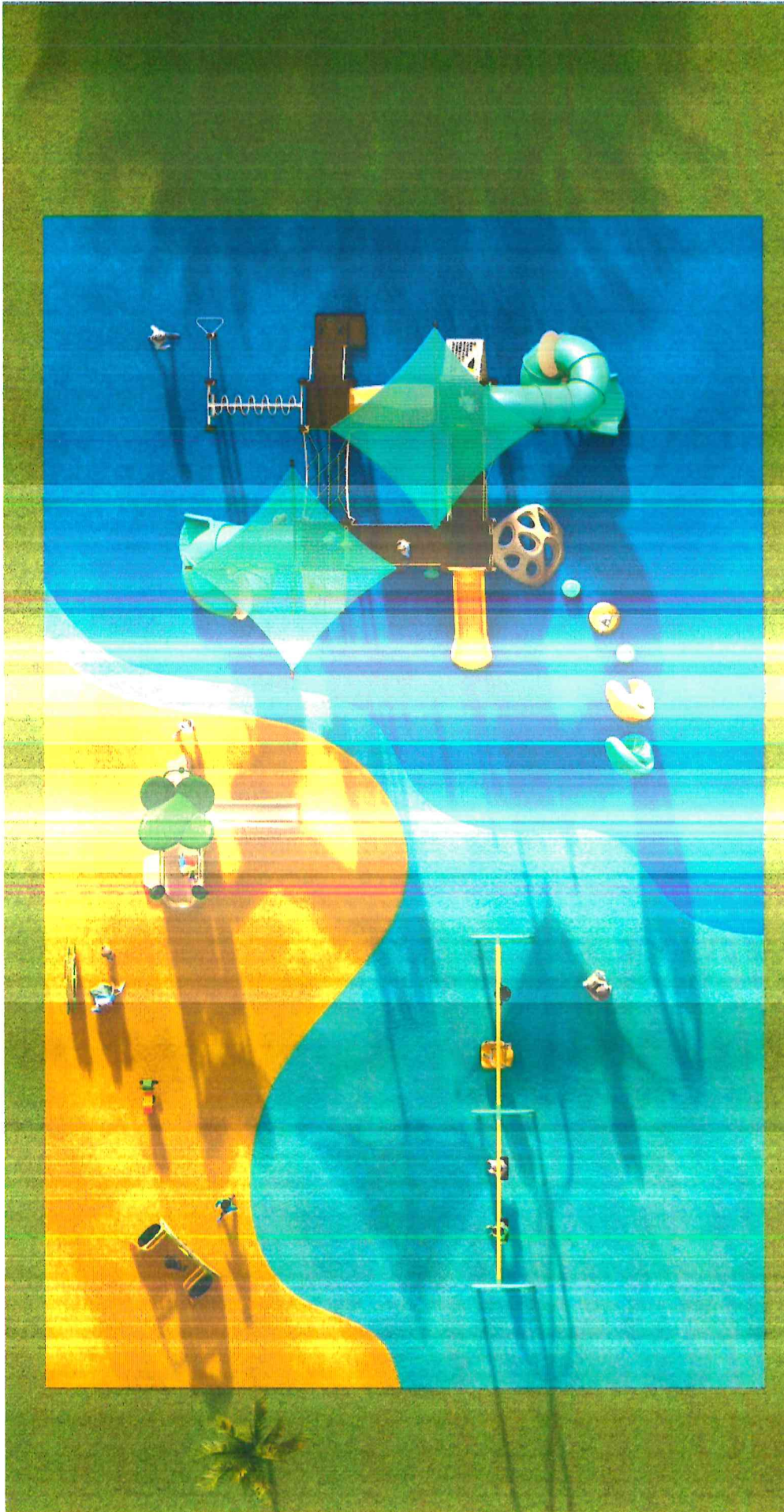


Wickline Park Playground Renovation
Flagler Beach, FL



Wickline Park Playground Renovation
Flagler Beach, FL

Representing:  Project No: PM23391C

Wickline Park Playground Renovation
Flagler Beach, FL

Project No:
PM23391C



Colors

Main Structure:

Posts - Dark Brown
Components - Beige
Components 2 - Tropical Yellow
Rotoplastics - Tropical Yellow, Teal, Brownstone
Sheet Plastics - Dark Brown
2-Color Sheet Plastics - Dark Brown/Sand

Decks - Brown

Rope - Yellow

Shade - Turquoise

Koda - Green, Blue

Modifications:

Bell - Teal (Components)

Funnel Adventure Tube - Teal (Components)

Fun Center Design #2:

Natural theme

Truck:

Components - Tropical Yellow

Components 2 - Tropical Yellow

Sheet Plastics - Lime

Garden Sensory Panel:

Components - Tropical Yellow

Sheet Plastics - Lime

Spring Turtle:

Default Colors

Swings:

Posts - Teal

Top Rail - Tropical Yellow

Ada Seat - Tropical Yellow

Turf:

Dark Blue, Aqua Blue, Yellow-Orange

Wickline Park Playground Renovation Flagler Beach, FL



Representing:



Project No:
PM23391C



Playmore Recreational Products
& Services
10271 Deer Run Farms Rd
Suite #1
Fort Myers, FL 33966
(888)886-3757

EQUIPMENT SIZE
23'6" x 28'7" x 19'10"

USE ZONE
75'6" x 46'

AREA
3473 SqFt.

PERIMETER
243 Ft.

FALL HEIGHT
9 Ft.

USER CAPACITY
90

AGE GROUP
2-12



✓ ASTM F1487-25
✓ CPSC #325

PROJECT NO.
PM23391C

SCALE
1/8"=1'-0"

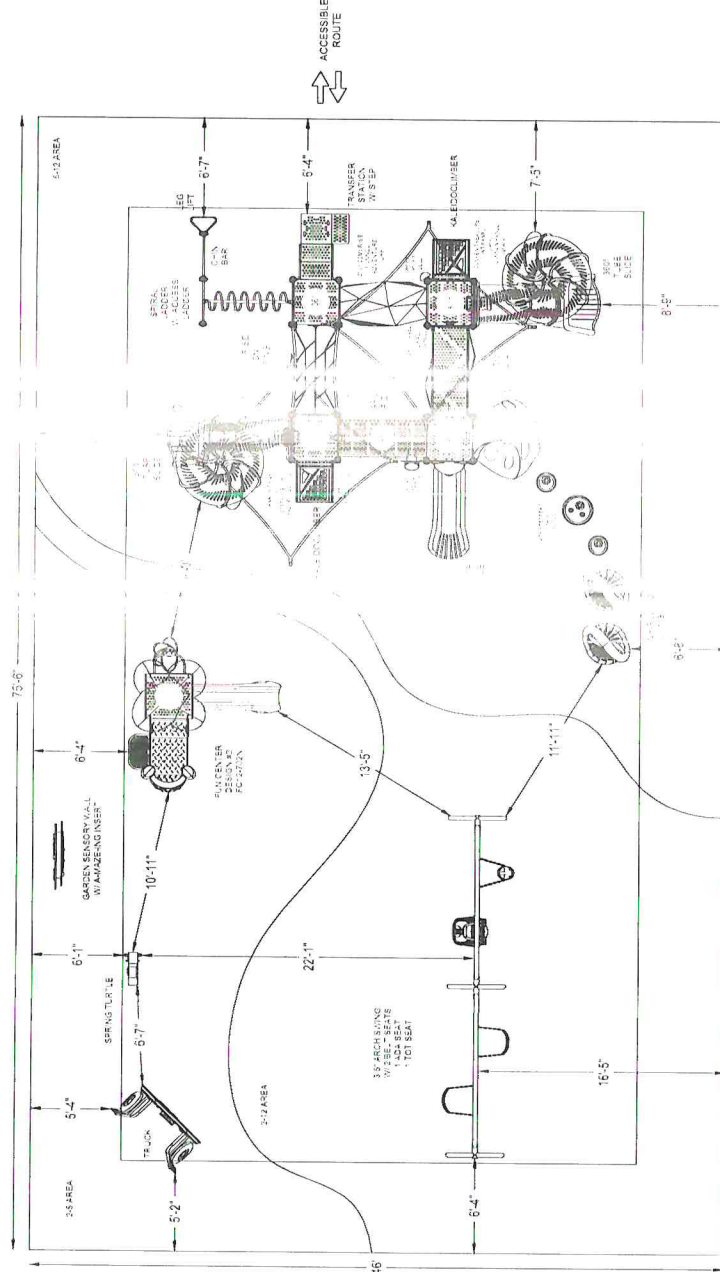
DRAWN BY:
REA

Paper Size
B

DATE
14-NOV-2025

ADA SCHEDULE				Total Elevated Play Activities: 16			
Total Ground-Level Play Activities: 9							
Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types	Required	8	5	3	5
Provided	10	9	5				

ADA SCHEDULE				Total Elevated Play Activities: 2			
Total Ground-Level Play Activities: 3							
Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types	Required	1	1	1	3
Provided	2	3	3				



Artificial Turf Surfacing

ADA SCHEDULE				Total Elevated Play Activities: 0			
Total Ground-Level Play Activities: 4							
Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types	Required	0	0	0	1
Provided	0	4	1				

*PLAYGROUND SUPERVISION REQUIRED

WICKLINE PARK PLAYGROUND RENOVATION

FLAGLER BEACH, FL

ESTIMATE

DDS Enterprises LLC
463 Shaw Lake Rd
Pierson, FL 32180

DDSEnterprisesLLC@yahoo.com
+1 (386) 490-5631



Bill to
Todd Anderson
City of Flagler Beach
105 S 2nd Street
Flagler Beach, Florida 32136

Estimate details

Estimate no.: 1165
Estimate date: 11/11/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Mobilization		1	\$1,500.00	\$1,500.00
2.	Miscellaneous Demolition	Playground equipment and Chain-link fence removal and disposal.	1	\$9,850.00	\$9,850.00
3.	Miscellaneous Demolition	removal of up to 6 inches of existing mulch and the provision of up to 6 inches of clean, compactable fill	1	\$3,000.00	\$3,000.00
Total					\$14,350.00

Note to customer

S Daytona Av / S. 9th St. playground and fence demo/disposal

Accepted date

Accepted by



Your Sales Representative
Hunter Kirkman
(904) 900-7651
hunter.kirkman@willscot.com

Agreement Number: Q-2236184
Revision: 1
Date: 12/3/2025
Expiration Date: 1/2/2026

Master Lease Agreement and Order

Lessee: City of Flagler Beach 105 S 2nd St Flagler Beach, FL 32136	Contact: Todd Anderson , , US Phone: 386-517-2000 Email: tanderson@cityofflaglerbeach.com	Ship To Address: Flagler Beach, FL 32136, US Estimated Delivery Date :1/12/2026
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Rental Pricing Per Billing Cycle	Quantity	Price	Extended
20' PREMIUM TUNNEL CONTAINER	1	\$ 185.00	\$ 185.00
Personal Property Expense	1	\$ 9.25	\$ 9.25
Minimum Lease Billing Period: 1			Total Recurring Building Charges: \$ 185.00
Billing Cycle : 28 days			Subtotal of Other Recurring Charges: \$ 9.25
Total Recurring Charges Per Billing Cycle:			\$ 194.25
Total Recurring Charges Per Billing Cycle Including Estimated Taxes:			\$ 207.85

Estimated Delivery And Installation

Delivery - 8' wide Flatbed	1	\$ 400.00	\$ 400.00
Fuel Surcharge Delivery	1	\$ 92.00	\$ 92.00
Return - 8' wide Flatbed	1	\$ 400.00	\$ 400.00
Fuel Surcharge Return	1	\$ 92.00	\$ 92.00
Essentials Delivery Charge	1	\$ 0.00	\$ 0.00
Total Delivery and Installation Charges:			\$ 984.00
Total Delivery and Installation Charges Including Estimated Taxes:			\$ 1,052.88

Estimated Final Return Charges*

Due On Final Invoice*:	\$ 0.00
Due On Final Invoice Including Estimated Taxes*:	\$ 0.00
Total Including Recurring Billing Charges, Delivery, Installation and Return**:	\$ 1,178.25
Total Including Recurring Billing Charges, Delivery, Installation and Return Including Estimated Taxes**:	\$ 1,260.73

Summary of Charges

Model: 20' PREMIUM TUNNEL CONTAINER	Quantity: 1	Total Charges for (1) Building(s): \$ 1,178.25
		Total Charges for (1) Building(s) Including Estimated Tax: \$ 1,260.73

Initial 28 Day Billing: (Includes Delivery and Return Fees)

(1) 20' Premium Tunnel Container	\$ 1,178.25
(1) 20' Premium Tunnel Container	\$ 1,178.25
Total:	\$ 2,356.50

Each Additional 28 Day Billing:

(1) 20' Premium Tunnel Container	\$ 194.25
(1) 20' Premium Tunnel Container	\$ 194.25
Total:	\$ 388.50



Your Sales Representative
Hunter Kirkman
(904) 900-7651
hunter.kirkman@willscot.com

Agreement Number: Q-2236184

Revision: 1

Date: 12/3/2025

Expiration Date: 1/2/2026

Master Lease Terms & Conditions

1. This Master Lease Agreement shall apply to any Order between Williams Scotsman, Inc. and/or any affiliate ("Lessor") and City of Flagler Beach ("Lessee") for any Equipment as defined below ("Agreement"). This Agreement and any Order governs Lessee's use of Lessor's Equipment. By (1) signing this Agreement, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable methods of acceptance, Lessee agrees to the terms of this Agreement.

2. Definitions

a. "Delivery Date" shall be defined as the date the Equipment was physically delivered. Within 48 hours of delivery, Lessee shall inspect the Equipment and notify Lessor in writing of any defects. Lessee must contact Lessor to relocate any Equipment and obtain Lessor's written consent prior to doing so. Lessee shall pay Lessor's relocation rates if the Equipment is moved without Lessor's written consent. Lessee acknowledges that delivery of Equipment may be in parts and not all at once.

b. "Equipment" means products leased from Lessor, which include Storage Containers, Refrigerated Storage Containers, Ground Level Offices ("GLO"), Modular Equipment, FLEX offices, Blast Resistant products, ancillary products and essentials, Additional Rental Equipment, and any additional products or services available for Lease from Lessor at the time of an Order. Any Lease for Equipment such as an Over the Road Trailer, Temporary Structure or other Equipment may be subject to an Addendum or Equipment specific terms and conditions. Lessee agrees Equipment shall not be used for residential occupancy.

c. "Lease" is defined as any Order for the Lease of Equipment by Lessee from Lessor.

d. "Lessee" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and affiliates of that company or entity (for so long as they remain affiliates), which have entered into an Order.

e. "Order" means a WillScot document or online Order forming an individual Lease, specifying the Equipment to be provided hereunder that is entered into between Lessee and Lessor or any of their affiliates, including any addenda and supplements thereto. By entering into an Order hereunder, the Lessee or its affiliate agree to be bound by the terms of this Agreement as if it were an original party hereto.

3. Lessee is responsible for all site conditions, use permits, and applicable Fees, and maintains sole responsibility for site selection, which shall be a flat, firm and open space, and prepared prior to Equipment Delivery as set forth in the Site Suitability Addendum, incorporated herein by reference.

4. If delivery of the Equipment is delayed through no fault of Lessor for a period of more than thirty (30) days from the confirmation date set forth in the Order, Lessee shall pay Lessor a storage fee equal to 50% of the Total Lease Charges for each thirty (30) day period of delay, or portion thereof, until the Equipment is delivered, in addition to any other Lease payments, charges and Fees due. Any such storage fees shall not affect commencement of the Minimum Lease Term.

5. Lessee is responsible to inspect and maintain the Equipment in good condition. Lessee shall use the Equipment in accordance with and be responsible for all maintenance as set forth in the Williams Scotsman Service Guide and/or any instructions contained in or on the Equipment.

6. Lessee shall maintain commercially reasonable insurance limits covering the Equipment's replacement cost. Lessee may obtain insurance for their contents at their discretion or can elect to participate in an optional third-party Contents Insurance Program provided through Lessor for a fee. Optional coverage programs offered to Lessee include General Liability, Loss Damage Waiver and Content Insurance. Details can be found at <https://www.willscot.com/the-essentials/insurance-and-waivers-package>.

7. Lessee shall provide no less than 15 days prior notice to schedule a pick-up date, and no less than thirty (30) days prior notice for any multi-floor Modular Equipment. Lessor shall not prorate any fraction of a Billing Cycle. Upon return, Lessee agrees to pay for all reasonable charges for cleaning, repair, and any damage beyond ordinary wear and tear. Lessee may have the option to pick-up and/or return certain Equipment, which shall be subject to signing an appropriate addendum.

8. LESSOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND LESSEE AGREES THAT IT HAS SOLELY DETERMINED THAT THE EQUIPMENT ARE SUITABLE FOR LESSEE'S INTENDED USE. LESSEE LEASES THE EQUIPMENT "AS IS, WITH ALL FAULTS."

9. Each Party agrees to defend, indemnify, and hold the other harmless for any third-party claim arising from the alleged conduct of the other Party under this Agreement. Neither Party shall be liable to the other Party for any special, punitive, exemplary, indirect or consequential damages, losses or damages for lost revenues or profits whether foreseeable or not, arising out of, or in connection with this Agreement.

10. This Agreement shall supersede and replace all prior documents and agreements between the Parties.

11. Lessee shall be solely liable for any and all applicable sales and use, lease or rental, excise, gross receipts, transaction privilege, value-added, goods and services, or similar transactional tax, levy duty or assessment imposed by a taxing authority ("Taxes"). Lessee shall pay or shall reimburse Lessor for any Taxes related to the Equipment.

12. Lessee's failure to make timely payments, filing of bankruptcy, abandonment of the Equipment or other failure to comply with this Agreement is a default, allowing Lessor to immediately terminate this Agreement, at which time Lessor has the right to pick-up and remove the Equipment upon reasonable notice or as required by law.

13. Lessee shall be solely liable for any and all applicable pass-through charges for costs associated with the Equipment including, but not limited to, ad valorem, real property, and ownership tax/personal property taxes, licensing and titling Fees, and any other expenses and/or third-party Fees associated with the Equipment ("Fees").

14. Except as otherwise stated herein, Lessor may amend the terms and conditions of this Agreement and such amended terms shall be effective thirty (30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed accepted. Lessee may not amend or assign this Agreement unless agreed to in writing by Lessor. Lessee may not sublet Equipment subject to this Agreement unless agreed to in writing by Lessor.

15. Lessee acknowledges this is a True Lease, and that ownership and title of any Equipment remains with Lessor, and Lessee has no right to ownership or to transfer or sell the Equipment.

16. In the event of any dispute over this Agreement, the Parties agree to waive a trial by jury and that venue shall be in the County or Parish where the Equipment was originally delivered.

17. To the extent permitted by applicable law, Lessee irrevocably and unconditionally authorizes Lessor to charge all amounts due under this Agreement to any credit card provided by Lessee.



Your Sales Representative
Hunter Kirkman
(904) 900-7651
hunter.kirkman@willscot.com

Agreement Number: Q-2236184

Revision: 1

Date: 12/3/2025

Expiration Date: 1/2/2026

Billing & Payment Terms

1. Lessor reserves the right to request Payment in advance of the Delivery Date, and Lessee may be required to make payment in advance to secure its performance of this Lease. Advance payments may include initial, final and/or recurring charges and will be applied to applicable invoices. Lessor reserves the right to charge an administrative fee for special billing requests.
2. Invoices will be generated on a 28 Day Billing Cycle, in advance, with payment due no later than Net 10 Days after invoice issuance.
3. AMOUNTS UNPAID WHEN DUE SHALL BE CHARGED INTEREST OF UP TO 1½% PER BILLING CYCLE OF THE UNPAID AMOUNT FOR THE PERIOD UNPAID, AND AN ADMINISTRATIVE CHARGE PER BILLING CYCLE THE INVOICE REMAINS UNPAID.
4. Initial Invoice Charges may include first and last Billing Cycle charges, delivery and installation charges, estimated charges for pick-up, teardown and Equipment removal, as well as any fuel surcharges. Final charges for pick-up, teardown and Equipment removal will be finalized at the time of pick-up based on existing site conditions. Upon the expiration of the Minimum Lease Term, the Lessor may make changes to the Lease rate, pick-up, teardown, removal, fuel surcharges and/or other charges.
5. The Initial Invoice will be issued on the earlier of the confirmation date or Delivery Date. In the event Lessee requests a delay to the delivery, as agreed to in the Confirmation, the Initial Invoice will be issued solely for the Equipment lease charges and a Storage Fee equal to 50% of the Lease, and all remaining Initial Invoice Charges will be invoiced on the Delivery Date. Lessee agrees that upon Termination prior to the Minimum Lease Term, Lessee shall pay the remaining payments for the unfulfilled Minimum Lease Term, and any applicable charges related to the Equipment, plus all return charges.

Optional Insurance and Optional Coverage

General Liability Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Customer elects to participate in the General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts, subject to policy exclusions, that Lessee is legally obligated to pay due to bodily injury and property damage arising from the use and occupancy of Equipment leased from Lessor up to the policy limits. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Loss Damage

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Loss Damage Waiver Program. Lessee understands and agrees that under this program and subject to any exclusions, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability for repair or replacement of the Equipment leased from Lessor resulting in loss or damage. Please refer to the LOSS DAMAGE WAIVER PROGRAM ADDENDUM for specific details on coverage, exclusions and restrictions on coverage. The Loss Damage Waiver is not and shall not constitute a contract for insurance.

Contents Insurance

If (a.) quoted on the pricing page(s) or (b.) initialed in the optional section of the pricing page(s), Lessee elects to participate in the Contents Insurance Coverage Program, whereby Lessee will receive insurance coverage through Airpark Insurance ("Insurer") and administered by Falvey Insurance Group, Ltd. ("Falvey") as Managing General Agent of those Interested Underwriters at Lloyd's, London ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party property policy that, subject to policy exclusions, provides comprehensive contents coverage and adds an additional layer of protection for the stored contents up to the selected limit of coverage. Coverage is subject to underwriting and specific terms and conditions and exclusions set forth in the policy. An outline of coverage is available upon request.

Acceptance and Authority

Lessee represents and warrants they have the authority to agree to the terms and conditions stated in this Agreement by (1) signing this document, (2) executing an Order that references this Agreement, (3) taking delivery of the Equipment, or (4) other commercially acceptable means methods and, by doing so, this Agreement shall become legally binding. Lessor will consider the Order rejected if changes have been made to the Order by Lessee.

Lessee: City of Flagler Beach

Signature:	Date:
Print Name:	Title:
PO#:	



Staff Report

Community Redevelopment Agency Regular Meeting

December 11, 2025



To: Community Redevelopment Agency
From: Casey Ryan, CRA Director
Meeting Date: December 11, 2025
Item Name: CRA District Banner Discussion

Background:

Discussion and Direction on future banner purchases in 2026

Fiscal Impact:

Staff Recommendation:

Attachments:

1. Centennial Banner invoice



860 Downs Road
Champlin, MN 55316
p:(763)433-9120
f:(763)506-0860
1-800-755-3039
www.mainstreetdesigns.com

INVOICE

BILL TO

Katherine Monroy
City of Flagler Beach
105 S. Second Street
Flagler Beach, FL 32136

SHIP TO

Katherine Monroy
City of Flagler Beach
105 S. Second Street
Flagler Beach, FL 32136

INVOICE # 37121**DATE** 03/17/2025**DUE DATE** 03/24/2025**TERMS** Due on receipt**SHIP DATE**

03/17/2025

SHIP VIA

Truck

SALES PERSON

Gavin McLaughlin

DESCRIPTION	QTY	RATE	AMOUNT
24 x 72 inch Custom "Centennial" Digital Banner printed on Vinyl	19	80.00	1,520.00
18 x 36 inch Custom "Centennial" Digital Banner printed on Vinyl	86	45.00	3,870.00
24 x 72 inch Custom "Indoor" Digital Banner printed on Vinyl	17	72.00	1,224.00
Fibre Flex III Adjustable Bracketing System	19	120.00	2,280.00
FibreFlex I Bracketing System	45	60.00	2,700.00
Banding Tool	1	140.00	140.00
Shipping		200.00	200.00

SUBTOTAL 11,934.00

TOTAL 11,934.00

BALANCE DUE **\$11,934.00**

ARTICLE VIII. - MOBILE VENDORS

Sec. 16-221. - Definitions.

For the purposes of this article, the following terms, phrases, words, and their derivations shall have the meanings given in this section. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Mobile food dispensing vehicle means any vehicle, cart, and/or trailer that is a "public food service establishment" as defined by F.S. Ch. 509, and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to, gas, water, electricity, or liquid waste disposal.

Mobile sales operation shall mean the sales of products, that are conducted from a portable stand, vehicle or trailer; provided, however, that vehicles solely making deliveries and door-to-door solicitors issued a permit by the city pursuant to article II shall not be included in this definition. Each such portable stand, vehicle or trailer shall be considered a mobile sales operation.

Mobile operations shall mean mobile food service operations and mobile sales operations, collectively.

(Ord. No. 2014-03, § 1, 2-13-14; Ord. No. 2023-04, § 1, 11-9-23)

Sec. 16-222. - Mobile operations.

- (a) Except as otherwise specifically provided in paragraph (b) below regarding areas mobile food dispensing vehicles are allowed to operate, mobile sales operations shall be prohibited unless conducted in an area specifically allowed herein or when such mobile operations are conducted at a city hosted event, an event conducted at and included in the permit for a special event for which a special event permit has been issued by the city pursuant to chapter 4, article III or at a farmers' market possessing a current local business tax receipt for a farmer's market pursuant to section 18-18. All mobile sales operations shall be subject to following regulations:
- (1) Mobile operations shall not be located on public rights-of-way or other city property unless in accordance with an event approved or hosted by the city;
 - (2) Mobile operations shall not be located in any driveway aisles, sidewalks, no-parking zones or loading areas, nor may mobile operations impede the on-site circulation of pedestrians or motor vehicles.
 - (3) The utilization of any off-street parking spaces for the operation of a mobile operation must not cause the site to become deficient in the number of required off-street parking spaces.

- (4) Alcoholic beverage sales and use of sound amplification devices are prohibited.
- (5) Mobile operations shall not be located on or immediately adjacent to the rights-of-way of S.R. 100 or A-1A.
- (6) Mobile operations shall have available on site a copy of all permits and licenses required by the state.
- (7) Mobile operations shall not park overnight in an area that might be visible from a public street or an adjacent right-of-way, unless otherwise approved by the city.
- (b) Mobile food dispensing vehicles shall be allowed to operate in accordance with state requirements and the city regulations stated in subsections (a)(1)—(6) above upon private property within the city in non-residential and non-planned unit development zoning districts located on the mainland side of the intercoastal waterway.
- (c) Mobile operations that sell only prepackaged ice cream products shall be exempt from the prohibition contained in this section provided, however, that no such mobile operation shall stop or park on or immediately adjacent to the rights-of-way of S.R. 100 or A-1A for the purpose of conducting any service or sales.
- (d) The city may enforce the provisions of this article through any legal means including prosecuting violations of this article pursuant to F.S. Ch. 162, issuance of civil citations, or instituting legal action.

(Ord. No. 2014-03, § 1, 2-13-14; Ord. No. 2023-04, § 1, 11-9-23)